

Housing Authority of the Borough of Highland Park
242 South Sixth Avenue, Highland Park, NJ 08904
Phone: (732) 572-4420 Fax: (732) 985-6485
Donna Brightman, Executive Director

Invitation for Bids

**Tub Replacements at
Park Terrace Apartments**

Located in

Highland Park, NJ 08904

Sealed Bids due at 2:00 PM on October 3, 2017

Project Engineer:
LS Engineering Associates Corp.
150 River Road, Building E
Montville, NJ 07045
(973) 588-3122

Welcome to the Highland Park Housing Authority

In 1937 Congress passed the US Housing Act to “alleviate unemployment and to remedy unsafe and unsanitary housing conditions and the acute shortage of decent, safe and sanitary dwelling for families of low income.” The legislation was designed to encourage construction, create employment opportunities, and provide shelter for low-income families and clear sub-standard housing. Emphasizing local control of its programs, the Housing Act provided for housing in which rents would relate to the tenant’s ability to pay.

The Highland Park Housing, New Jersey, was created on May 15, 1956.

The Authority is composed of 24 units of family public housing, 100 units of senior citizen public housing and 145 units of Section 8 housing.

The purpose of the Highland Park Housing Authority is to create and maintain safe, decent and sanitary housing for those individuals of low to moderate income.

Mission Statement

Our aim is to ensure safe, decent and affordable housing; create opportunities for residents’ self-sufficiency and economic independence; and assure fiscal integrity by all program participants.

In order to achieve this mission, we will:

- Recognize the residents as our ultimate customer.
- Improve PHA management and service delivery efforts through oversight, assistance, and selective intervention by highly skilled, diagnostic, and results-oriented field personnel.
- Seek problem-solving partnerships with PHA, resident, community, and government leadership.
- Act as an agent for change when performance is unacceptable and we judge that local leadership is not capable or committed to improvement.
- Efficiently apply limited HUD resources by using risk assessment techniques to focus our oversight efforts

TABLE OF CONTENTS

SECTION I

I. Introduction	4
II. Pre Bid Meeting.....	4-5
III. Scope of Services.....	5
IV. Award of Contract	5
V. Change Orders.....	5
VI. Compensation.....	6
VII. Instructions to Bidders.....	6-9
VIII. Insurance Requirements.....	9
IX. Prevailing Wage Act Information.....	9-11
X. Causes for Rejecting Bids.....	11
XI. Termination of Contract.....	11-12
XII. Qualifications.....	12-13
Public Notice-Invitation for Bid.....	14
Mandatory Affirmative Action Language.....	15-17
Americans with Disabilities Act of 1990 Language.....	18
Business Registration Certificate Information.....	19
Model Public Works Withdrawal of Bids Language.....	20

FORMS REQUIRING SIGNATURES

Bid Form.....	21-23
Affirmative Action Compliance Notice	24
Stockholder Disclosure Certification	25
Non-Collusion Affidavit.....	26
Acknowledgement of Receipt of Addenda.....	27
References (Fill-in Only).....	28
Subcontractor Listing.....	29
Subcontractor Certification Form.....	30-31
Bidders or Subcontractors Qualifications.....	32-35
Form HUD 5369-A, Representations and Certifications of Bidders.....	36-39
Section 3 Requirements.....	40-53

ADDITIONAL INFORMATION

Bid Document Checklist	54
Attachment A-Sample Contract.....	55-58
Change Order Authorization.....	59
Instructions to Bidders form HUD 5369.....	60-64
General Contract Conditions form HUD 5370-EZ.....	65-70
Davis Bacon Wage Rates.....	71-77

SECTION II

Section II.....	78
Drawings.....	79-82

SECTION I

Housing Authority of the Borough of Highland Park

INVITATION FOR BIDS

Tub Replacements at Park Terrace Apartments

I. INTRODUCTION

The Housing Authority of the borough of Highland Park (Authority) will receive sealed bids for the replacement of 23 tubs at Park Terrace Apartments, a 24 unit, 3 building garden style apartment complex located on So. Sixth Avenue, So. Seventh Avenue and Benner Street in Highland Park, NJ as per the technical specifications and drawings outlined in Section II of this Invitation for Bids (IFB).

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Authority no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Authority unit or the award of a contract.

Sealed bids will be received until 2:00 PM prevailing time on Tuesday, October 3, 2017 at the Authority offices, 242 So. Sixth Avenue in Highland Park, NJ, at which time all bids will be publicly opened and read aloud.

All permitting fees, if any, relating to the construction of this project will be paid for by the contractor with no expense to the Authority.

All bidders must be licensed to do business in the State of New Jersey and shall have the equipment, knowledge, capability and manpower to successfully and expertly perform the work as per the specifications contained herein.

The contractor must also demonstrate through references that they, or their principles assigned to the project, have successfully completed services similar to the technical specifications section of this (IFB). Please refer to the Bidder's or Sub-Contractors Qualifications pages (included herein) for required qualifications.

The contractor must submit bids in the manner set forth in the Bid Submission section of this IFB. All applicable documents must be submitted at the Bid Opening.

Contractor must be licensed and certified and insured as required by state and federal regulations.

II. PRE-BID MEETING

Non-Mandatory pre-bid meetings shall be by appointment only. Please contact LS@WoodbridgeHousingAuthority.org and CS@WoodbridgeHousingAuthority.org to set up an appointment. Questions must be submitted by September 22, 2017 at 10:00 AM in order to leave time for the issuance of addenda, if necessary.

III. SCOPE OF SERVICES

The scope of services is included on the drawings of these specifications in Section II.

IV. AWARD OF CONTRACT

One contract for the work shall be awarded to the lowest responsive, responsible bidder(s). Please refer to form HUD – 5370-EZ, a copy of which is attached herein, for general conditions of the contract, as these will be made part of the final contract.

After the contract has been awarded, but before any work is started against the contract, the Contract Administrator shall conduct an orientation conference with the Contractor and appropriate representatives of the Authority. The purpose of the orientation conference is to aid both Authority and Contractor personnel to achieve a clear and mutual understanding of general contract requirements. However, this conference shall not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract.

In the rare event of equal bids, where two or more low bids are considered equal in all respects (including the evaluation of qualifications by the Authority's architect), the award will be decided by drawing lots in the presence of the bidders who submitted the tie bids.

If the post-award orientation is held, the Contract Administrator will provide specific details regarding the date, time, and location of the conference, and information regarding the items/topics to be discussed.

After the contract has been awarded, the Authority may at its sole discretion assign the contract, in whole or in part, to an affiliate or instrumentality of the Authority or an entity controlled by the Authority, its affiliate, or its instrumentality. Assignment of the contract by the Authority does not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract. The Authority's right to assign the contract is unilateral and does not create any assignment rights for the Contractor.

V. CHANGE ORDERS

If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization from an authorized Authority representative. If price is affected, the Contractor and the Authority must agree upon a change order which states an agreement between the Contractor and the Authority for:

1. A change in work
2. The amount of the adjustment in Contract Sum
3. The amount of the adjustment in Contract Time

Once the change order has been approved and properly procured, Contractor will receive written authorization to continue. A sample Change Order Authorization Form is included herein for review.

VI. COMPENSATION

A. The Bid Breakdown included herein shall be completed in its entirety and submitted by the bidder. Requests for periodic payments to the contractors shall be discussed before the award of the contract.

VII. INSTRUCTIONS TO BIDDERS

A. General: In addition to form HUD-5369, Instruction to Bidders for Contracts, included herein, all Bidders shall follow the following instructions (please note that in the event that the HUD form and the following instructions do not agree, the stricter condition shall apply):

1. All bids must be delivered by mail or in person to the Authority, 242 So. Sixth Avenue in Highland Park, NJ 08904 by the due date and time. All late bids received by the Authority shall be returned unopened to the Bidder.
2. To ensure fair consideration for all bidders, the Authority prohibits communication to or with any employee of the Authority during the submission process. Additionally, the Authority prohibits communications initiated by a bidder to **any** Authority official or employee evaluating or considering the proposals before the time an award decision has been made. Any communication between bidder and the Authority will be initiated by the appropriate Authority official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid.
3. In order to be acceptable, **two (2) copies (one original and one copy) of the bid MUST be submitted in a sealed envelope on the outside of which shall be plainly marked "Tub Replacements at Park Terrace Apartments, together with the name and address of the firm submitting the bid."** Bids will be received until **2:00 PM** or hand delivered no later than **2:00 PM** on October 3, 2017 at which time they will be publicly opened and read aloud at the offices of the Authority, 242 So. Sixth Avenue in Highland Park, NJ 08904.
4. A copy of the contract to be entered into with the successful bidder is included as Attachment "A".

B. Submission Requirements: The following **must** be submitted with your original bid and copy of your bid: **PLEASE SUBMIT ONE ORIGINAL AND ONE COPY OF YOUR BID!!!**

1. A signed and notarized Stockholder Disclosure Certification (attached herein):

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

2. A signed and notarized Non-Collusion Affidavit (attached herein).

3. A Business Registration Certificate-for more information visit <http://www.state.nj.us/treasury/revenue/busregcert.htm>. N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration before contract award. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

4. The Bid Breakdown (Bid Form) (attached herein). Failure to submit the bid breakdown shall result in rejection of the bid.

5. A Bid Guarantee- Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (**10%**) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

6. Consent of Surety-Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22. The Department of the Treasury's Listing of Approved Sureties may be obtained at http://www.fms.treas.gov/c570/c570_a-z.html .

Failure to submit a Consent of Surety form shall result in rejection of the bid.

7. A signed Acknowledgement of Receipt of Addenda (attached herein)-Bidders shall submit this form whether or not an addendum has been issued. Failure to submit this form shall result in rejection of the bid.

8. Public Works Contractor Registration Certificate-The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, be registered with the Department of Labor as a Public Works Contractor at the time of the bid opening for contracts over the prevailing wage threshold. The prevailing wage threshold is \$2,000 for all non-municipal entities, such as boards of education, authorities, fire districts, counties, etc. Please see Section IX for more information.

9. Affirmative Action Compliance Notice (Attached Herein)

10. References Please submit at least 3 comparable references.

11. Listing of Subcontractors/Subcontractor Certification Form (attached herein)-Pursuant to N.J.S.A. 40A:11-16 et. seq., a list of all subcontractors to be used for this project shall be included with the bid, including the subcontractors' business registration certificates. All subcontractors must be licensed to do business in the State of New Jersey. All subcontractors shall be expected, prior to award, to demonstrate sufficient man power and expertise to complete the applicable portion of the project in its entirety. All payments to subcontractors shall be made directly to the subcontractors who shall be expected to submit payroll certifications before payment to the subcontractor is made.

Electrical subcontractors, if applicable, must be licensed electrical contractors recognized by the New Jersey State Board of Electricians, have a current license and business permit and must submit documents proving such status.

All subcontractors not listed in this section shall be properly licensed to do business in the State of New Jersey, and shall submit proof of such licensure.

Failure to submit a listing of subcontractors and certification forms for each subcontractor shall result in rejection of the bid.

12. Bidder's or Subcontractor's Qualifications (attached herein) All bidders and subcontractors must fill out this form in its entirety. Failure to submit this form for the bidder and each subcontractor shall result in rejection of the bid. See section XII for more information.

13. Form HUD 5369-A, Representations, Certifications of Bidders (attached herein)

14. Section 3 Requirements Documents (attached herein)

C. BONDING REQUIREMENTS

1. **Performance Bond**-Bidder shall simultaneously with the delivery of the **executed contract**, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

2. **Labor and Material Payment Bond**-Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

3. **Maintenance Bond**-Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of one year.

VIII. INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE

1. **Worker's Compensation Insurance** - Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
2. **General Liability Insurance** - General liability insurance shall be provided with limits of not less than \$1,000,000.00 any one person for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.
3. **Automobile Liability Insurance** - Liability shall be carried on all owned and non-owned motor vehicles used on the site(s) or in connection therewith for combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Authority and the project engineer / architect as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage. All certificates shall name the Authority and the project engineer / architect as additional insured.

IX. PREVAILING WAGE ACT INFORMATION

A. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage rate is \$2,000 for all non-municipal entities, such as boards of education, authorities, fire districts, counties, etc.

All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor's Division of Wage and Hour Compliance at the time proposals are **received** by the public entity.

For clarity, Local Finance Notice 2004-9 dated 4/28/04 uses the following term: "Received," in context of when "proposals are received," means the deadline or moment in time when proposals are formally opened and no other proposals are accepted.

The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)

The contracting agent must review the certificates to be sure they were in effect at the time the bid proposals were received.

Non-listed subcontractors do not have to be registered until they physically start the public work assigned to them.

Emergency work is covered under the provisions of the Prevailing Wage Act and the PWCRA.

Additional information on the PWCRA can be obtained from the:

Contractor Registration Unit
Division of Wage and Hour
Compliance

New Jersey Department of Labor
PO Box 389

Telephone: 609-292-9464

Fax: 609-633-8591

E-mail: contreg@dol.state.nj.us

Web site:

www.nj.gov/labor/lssc/lspubcon.html

Trenton, New Jersey 08625-0389

Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633-6243 or by e-mail at lpcl@dca.state.nj.us for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

B. PAYROLL SUBMISSION

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects where public monies are spent shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. [Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html).

C. PREVAILING WAGE DETERMINATION

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

The Authority is Federally funded, and therefore requires all contractors to pay their employees the applicable Davis Bacon Wage Rates. For more information please visit www.dol.gov. The Wage Determination applicable for the Park Terrace Apartments is as follows: General Decision Number: NJ170024 7/28/17 NJ24 Residential. The Determination at length is included herein or may be viewed at <https://www.wdol.gov/wdol/scafiles/davisbacon/NJ24.dvb?v=7>.

Bidders are responsible for checking for updates to the rates, if any, to properly bid this contract, and in no way are to assume that the rates listed herein are current.

The Contractor shall be responsible for maintaining payroll records and must make such records available to the PHA and/or to HUD, on request. The Contractor may use form WH-347 available online or by request to the Authority.

X. CAUSES FOR REJECTING BIDS

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

XI. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

XII. QUALIFICATIONS

- a. Prospective bidders and all subcontractors shall complete the Bidder's or Sub-Contractor's Qualifications questionnaire attached herein. Steps shall be taken as deemed necessary to determine the ability of the bidders to perform the obligations under the Contract and the bidder shall furnish to the Authority with such information and data for this purpose as the Authority may request. The right is reserved to reject any proposal where the investigation of the evidence does not satisfy the Authority that the bidder is qualified to properly carry out the terms of the Contract.
- b. General Contractor must list (where applicable) with their bid all subcontractors who will actually be used for:
 - (a) Plumbing and Gas fitting of all kindred work.
 - (b) Steam and hot water heating and ventilating apparatus and all kindred work.
 - (c) Electrical Work
 - (d) Structural Steel and Ornamental Iron Work
- c. In addition to the requirements stated above, the General Contractor:
 - (a) Must be prepared to demonstrate that each of the listed subcontractors is qualified to perform the specific work for which they are listed in the bid. Each subcontractor must submit with the bid the attached Bidder's or Sub-Contractor's Qualifications questionnaire.
 - (b) Must provide evidence of performance security for each subcontractor with the bid. The evidence or performance security shall, for the purpose of statutory and administrative compliance, consist of documents (such as a consent of surety) issued by a qualified surety company. Evidence of performance security may be supplied by the General Contractor on its own behalf and on behalf of any or all of its listed subcontractors, or by the respective listed subcontractors themselves, or by any combination thereof which results in evidence of performance security equaling the total amount of bid.
 - (c) May not substitute unlisted subcontractors, or use subcontractors if they are not identified in bid, following award of the contract.
 - (d) Will be held strictly accountable for proper and timely performance of work by their designated subcontractors. In the event of award, such General Contractor shall furnish the Authority with a true copy of a performance bond contract.
 - (e) The attention of all bidders is directed to the provisions of New Jersey Statutes 40A:11-16.
 - (f) All Bidders who intend to use 'in house plumbers' to perform the plumbing work on the contract, are directed to the provisions of New Jersey Statutes 45:14C-21; New Jersey Statutes 45:14C-21; and New Jersey Administrative Code 13:32-1.5(A)(2). These provisions limit and restrict the ability of a licensed master plumber to be utilized as a company employee and apply for a plumbing permit, unless that plumber holds not less than 10% of the issued corporate stock, or 10% of the partnership capital of a partnership. You are advised that the Authority is required to insist upon full compliance with these State regulations.
 - (g) In the event the General Contractor will perform work specified in paragraph B (a)(b)(c)(d) (Plumbing/Gas; HVAC; Electrical; Structural Steel/Ornamental Iron) with

- its own salaried non-subcontracted work force, then the General Contractor must so designate itself on bidding documents, and furnish the Authority prior to award of the contract with required information establishing qualifications in such trade(s).
- (h) The General Contractor is advised that once they advise the Authority in their bid documents, they will perform the designated trade(s) with their own salaried force, they will not later be permitted to perform same by subcontractor or otherwise.

Thank you for your interest!

INVITATION FOR BID

PUBLIC NOTICE

Housing Authority of the Borough of Highland Park

Tub Replacements at Park Terrace Apartments

The Housing Authority of the borough of Highland Park (Authority) will receive sealed bids for the replacements of 23 tubs at Park Terrace Apartments, a 24 unit, 3 building garden style apartment complex located on So. Sixth, Ave., So. Seventh Ave., and Benner Street in Highland Park, NJ as per the technical specifications and drawings outlined in Section II of the Invitation for Bids (IFB).

Bids will be received until 2:00 PM prevailing time on October 3, 2017 at the Authority offices, 242 So. Sixth Avenue, Highland Park, NJ 08904, at which time all bids will be publicly opened and read aloud. Non-mandatory pre-bid meetings shall be by appointment only. Questions shall be due by September 22, 2017 at 10:00 AM.

Bidding documents including technical specifications and drawings may be obtained at no cost at the Authority website at www.HighlandParkHousing.org.

A bid guarantee in the form of a bid bond executed by the bidder and acceptable sureties, certified check or bank draft, payable to the Housing Authority of the Borough of Highland Park shall be submitted with each bid. The bid guarantee shall be in an amount equal to but not less than ten percent (10%) of the total amount (not to exceed \$20,000). Bids bonds must be obtained from a New Jersey licensed company that appears on the latest edition of the US Treasury Circular Number 570, List of Approved Sureties.

Bidders must be registered with the New Jersey Department of Treasury, Division of Revenue and with the New Jersey Department of Labor as a Public Works contractor at the time the bids are received.

The Authority does not discriminate on the basis of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality.

The Authority invites the participation of and Minority-Owned Business Enterprises in this solicitation and reserves the right to reject any or all bids or to waive any informality in bidding. Bidders must also make positive efforts to offer employment, training and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

The above and all other contract and bid requirements are described in the bid documents.

Advertised 9/8/17 and 9/13/17 in the Home News Tribune

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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.

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women 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 Division may, in its 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 Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. 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 a union for a construction trade, the contractor or subcontractor shall, within three business 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

N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, 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 women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling 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 a 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, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided 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 lay off 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 women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women 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 qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the 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 hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who

qualify as trainees pursuant to these rules. All of the requirements, 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 any interested women or minority 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 a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women 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 (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division 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/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the Borough of Highland Park, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. § 12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

BUSINESS REGISTRATION CERTIFICATE

Contractor must provide State Division of Revenue issued Business Registration Certificate before contract award but must be registered at the time bids are received.

ACCORDING TO STATE LAW, FAILURE TO SUBMIT YOUR BUSINESS REGISTRATION CERTIFICATE BEFORE CONTRACT AWARD *WILL* RESULT IN THE DISQUALIFICATION OF YOUR BID!

Model Public Works Bid Specification Language
Withdrawal of Bid
(N.J.S.A. 40A:11-23.3)

Permission for Bidder to Withdraw a Bid Due to a Mistake in Certain Circumstances

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to:

Donna Brightman, Executive Director
242 So. Sixth Avenue
Highland Park, NJ 08904

The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Purchasing Agent may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

Housing Authority of the Borough of Highland Park

Form of Bid

Tub Replacements at Park Terrace Apartments

TO: Housing Authority of the Borough of Highland Park
242 So. Sixth Street, Highland Park, NJ 08904

I have received the Contract Documents entitled "Tub Replacements at Park Terrace Apartments" issued by the Housing Authority of the Borough of Highland Park, New Jersey. I have examined all parts of the Documents, including the Technical Specifications, Drawings, federal, state and local requirements, and all Addenda. I have visited the site and have clear understanding of the Scope of Work for which I submit the following bid.

In submitting this bid, I agree:

1. To hold my bid open for **sixty (60)** days after bid opening.
2. To enter into and execute a contract, if awarded on the basis of this bid, and to furnish insurance and other requirements as stated and required in the Contract Documents.
3. To accomplish the work in accordance with the requirements of the Contract Documents.
4. To complete the work on time and to the quality required in the Contract Documents.

Base Bid:

I will furnish all labor, materials, equipment, tools, and other services required to construct this project for the base bid lump sum price of:

_____ dollars. (\$_____.____)

Words

The above Base Bid shall be broken down according to the following Schedule of Prices per Unit. Due to funding issues, the Authority reserves the right to limit the number of work in each apartment and shall be credited accordingly:

Schedule of Prices per Unit:

Price per apartment for all specified work (price per apartment x 23 shall equal the Base Bid):

_____ dollars. (\$_____.____)

Words

Numbers

The above figure x 23 shall equal the Base Bid.

Item 1. Flooring Sub Base:

30 sf @ \$_____ per sf \$_____

Total Base Bid for Item 1: \$(_____)

Price in Words

Item 2. Ceramic Tile:

30 sf @ \$_____ per sf \$_____

Total Base Bid for Item 2: \$(_____) _____
Price in Words

Item 3. Walls - Sheetrock:

20 sf @ \$_____ per sf \$_____

Total Base Bid for Item 3: \$(_____) _____
Price in Words

Item 4. Walls - Painting:

20 sf @ \$_____ per sf \$_____

Total Base Bid for Item 4: \$(_____) _____
Price in Words

Item 5. Bathtub Installation:

1 EA @ \$_____ each \$_____

Total Base Bid for Item 5: \$(_____) _____
Price in Words

Item 6. Cement Board Work:

10 sf @ \$_____ per sf \$_____

Total Base Bid for Item 6: \$(_____) _____
Price in Words

Item 7. Ceramic Tile Work – Tub Area:

10 sf @ \$_____ per sf \$_____

Total Base Bid for Item 7: \$(_____) _____
Price in Words

Item 8. Ceramic Tile Work – On Wall:

10 sf @ \$_____ per sf \$_____

Total Base Bid for Item 8: \$(_____) _____
Price in Words

Item 9. Plumbing Work – PVC Trap:

1 EA @ \$ _____ each \$ _____

Total Base Bid for Item 9: \$(_____) _____
Price in Words

Item 10. Plumbing Work – Supply Line Installation:

2 EA @ \$ _____ each \$ _____

Total Base Bid for Item 10: \$(_____) _____
Price in Words

Total Base Bid Items 1 through 10 (shall equal the Base Bid):

\$(_____) _____
Price in Words

If the contractor receives written notice of the acceptance of this bid within 60 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a Contract in prescribed form within 10 days after the contract is presented to him for signature.

Time of Completion: The Contractor agrees to complete all work as specified within 60 days of receipt of a written Notice to Proceed or receipt of applicable permits, if any. If the Contractor fails to complete the work within 60 days, the Contractor shall pay the Authority as liquidated damages, the sum of \$500.00 for each day of delay as outlined in form HUD-5370-EZ. To the extent that the Contractor's delay or nonperformance is excused, liquidated damages shall not be due to the Authority. The Contractor remains liable for damages caused other than by delay.

Submitted By:

COMPANY NAME _____

Federal ID# _____

Address _____

Signature of Authorized Agent / Title _____

Print or Type Name _____ **Date** _____

Phone Number _____ **Fax Number** _____

Email Address _____

Housing Authority of the Borough of Highland Park

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____ DATE: _____

Housing Authority of the Borough of Highland Park

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Limited Liability Corporation Corporation Sole Proprietorship
 Limited Partnership Limited Liability Partnership Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

Housing Authority of the Borough of Highland Park NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age, being duly
sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____,
(title of bid proposal)

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 taken any action in restraint of free, competitive bidding in connection with the above named
project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with
full knowledge that the _____ relies upon the truth of the statements contained in said
Proposal

(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

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 bona fide
employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to before me this day _____
Date

Signature

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____

(Seal)

Housing Authority of the Borough of Highland Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Housing Authority of the Borough of Highland Park

REFERENCES

List at least 3 references. Please fill completely.

REFERENCE #1

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

REFERENCE #2

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Reference #3

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Housing Authority of the Borough of Highland Park SUBCONTRACTOR LISTING

Please list the names of all subcontractors and/or sub-consultants to be used on this project (add additional sheets if necessary). The subcontractor certification form must be completed for each firm listed.

All subcontractors designated by the bidding company shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided in the bid. Specifically, the bidding company shall include a listing of all relevant jobs performed by the subcontractor within the past two (2) years.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

___ Check here if the bidding company will not be using any subcontractors.

THIS FORM IS TO BE SIGNED, NOTARIZED AND SUBMITTED BY THE BIDDING COMPANY WITH THE BID.

Name of bidding company

Signature of authorized representative

Printed name of authorized representative

Title

Sworn and subscribed to me this _____ day of _____, 2017

Notary Public

(SEAL)

Housing Authority of the Borough of Highland Park

SUBCONTRACTOR CERTIFICATION FORM pg 1

All subcontractors/consultants designated by the bidding company shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided in the bid. Specifically, the bidding company shall include a listing of all relevant jobs performed by the subcontractor within the past two (2) years.

Please print the following information legibly. NOTE: Provide this information on additional sheets, as required, in accordance with the following format.

How many years has the subcontractor been engaged in this particular field? _____ years.

Subcontractor/consultant
Firm Name _____

Address _____

Contact Person _____

Telephone # _____

Fax # _____

Trade _____

State License # _____

THIS FORM IS TO BE SIGNED, NOTARIZED AND SUBMITTED BY EACH SUBCONTRACTOR WITH THE BID.

Name of company

Signature of authorized representative

Printed name of authorized representative

Title

Sworn and subscribed to me this _____ day of _____, 2017

Notary Public

(SEAL)

SUBCONTRACTOR CERTIFICATION FORM pg 2

Provide a list of relevant contracts (company/firm) completed by proposed subcontractors/consultants within the last two (2) years.

DO NOT INCLUDE WORK FOR THE HIGHLAND PARK HOUSING AUTHORITY
(This form may be duplicated to include additional relevant contracts)

1.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
2.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
3.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
4.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
5.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	

BIDDER'S OR SUB-CONTRACTOR'S QUALIFICATIONS

Complete sets of qualification section must be submitted for each bidder and each sub-contractor. Photocopy this section as needed, and check the appropriate box to indicate bidder/subcontractor.

Bid for: Tub Replacements at Park Terrace Apartments

BIDDER

SUBCONTRACTOR

Name of Bidder or
Subcontractor: _____

Address: _____

It shall be necessary for the bidder to present evidence that it is the general contractor and that it has been in business for at least 5 years in this particular field and can submit a suitable record of satisfactorily completing similar projects. In addition, the bidder shall submit evidence that it has the necessary equipment to carry out this type of operation.

How many years have you been or engage in construction under your present firm or trade name?

_____ Years.

How many years has your organization been performing the work required under this contract?

_____ Years.

If a corporation, answer the following:

Date of incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name(s): _____

If a partnership, answer the following:

Date of Organization: _____

We normally perform _____ % of the work with our own forces. Describe the general character of work performed by your company.

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

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

Have you ever failed to complete any work awarded to you? If so, state the circumstances.

Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state the name of the individual, the other organization and the circumstances.

Has any officer or partner in your organization ever failed to complete a construction contract handled in his own name? If so, state the name of the individual and the circumstances.

Are there any liens of any character filed against your company at this time? If so, specify the nature and amount of the lien.

In what manner have you inspected the proposed project?

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

Do you intend to subcontract any portion of the work? If so, state which portion is to be subcontracted and complete the Subcontractor Certification Form.

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

Give Trade references.

Give bank references.

Give full information concerning all of your contracts in progress, whether private or government contracts, whether prime or sub-contracts, whether in construction or awarded but not yet begun, or whether you are the low bidder pending formal award of contract.

Owner - Location - Description - Contract Amount - % Completed - Estimated Completion Date

List the most important contracts completed by your company in the last five years, stating the gross cost for each and the month and year started and completed.

Owner - Location - Description	Contract Amount - Start Date - Completion Date

AFFIDAVIT

State of _____

SS.

County of _____

_____ being first duly sworn deposes and says:
(Individual's name)

THAT he is _____,
(Owner, Officer or Partner of the firm of etc.)

the party making the foregoing proposal or bid for the Tub Replacements at Park Terrace Apartments in Highland Park, New Jersey; that all answers to the foregoing questions and all statements contained in this questionnaire are true and correct, and that he hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Authority of the Borough of Highland Park in verification of the recitals contained in this questionnaire.

(Signature of Bidder)

Subscribed and sworn to before me, this ___ day of _____, 2017.

Notary Public

My Commission expires _____

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

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

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

Table of Contents

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

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| <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.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Mandatory Section 3 Requirements
Form 1-Explanation of Section 3 Program and Bidder Requirements

1.0 Introduction: The purpose of this document is to, in simplified terms, explain to bidders/proposers major issues pertaining to the Section 3 Business Preference program required by the Highland Park Housing Authority's (Authority) funding source, the U.S. Department of Housing and Urban Development (HUD). Also, hereinafter, a Section 3 Business Preference will be referred to as "Preference."

2.0 What is Section 3?

2.1 Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities, including Middlesex County, New Jersey. Section 3 is intended to ensure that when a contractor has need to hire additional people as the result of receiving a contract from the Authority preference must be given to low- and very low-income persons residing in Middlesex County, New Jersey (Section 3 resident), or Section 3 business concerns.

2.2 The requirements pertaining to Section 3 apply only to purchases and contracts the Authority completes for work--the requirements of Section 3 DO NOT apply to purchases or contracts the Authority completes solely for commodities or equipment; meaning, "no work provided, no Section 3 required."

2.3 Section 3 is race and gender neutral in that preferences are based on income-level and location.

3.0 What does the term "Section 3 resident" mean?

3.1 A "Section 3 resident" is:

3.1.1 a public housing resident of the Authority; or

3.1.2 a low- or very low-income resident of Middlesex County, New Jersey.

3.1.2.1 Low- and very low-income within Middlesex County, New Jersey, are defined as residents within the following income levels for FY 2015 (Median Income = \$_____):

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	\$20,600	\$23,550	\$26,500	\$29,400	\$31,800	\$34,150	\$36,500	\$38,850
Extremely Low (30%)	\$12,400	\$14,150	\$15,900	\$17,650	\$19,100	\$20,500	\$21,900	\$23,300
Low (80%)	\$32,950	\$37,650	\$42,350	\$47,050	\$50,850	\$54,600	\$58,350	\$62,150

Income Limit figures are based on FY2015 Fair Market Rent (FMR). For a detailed account of how these limits are derived, please see our associated FY2015 FMR documentation.

4.0 What does the term "Section 3 business concern" mean?

- 4.1 A "Section 3 business concern" is a business that can provide evidence that it meets one of the following:
 - 4.1.1 It is 51% or more owned by a Section 3 resident; or
 - 4.1.2 At least 30% of its full time employees include person that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents; or
 - 4.1.3 Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications within the preceding 3.1.1 or 3.1.2.

5.0 Is participation in Section 3 optional?

- 5.1 Except for purchases or contracts solely for commodities and equipment, as a part of the solicitation the Authority will offer all bidders and proposers the option of a Preference.
- 5.2 In response to a competitive solicitation (quotes; bids; RFP's), bidders and proposers are not required to respond to the Authority with a claim of a Preference (meaning, such claim is optional and failure to respond with a claim of a Preference will not cause the bidder or proposer to be deemed non-responsive); however, if a bidder or proposer does claim a Preference, then the Authority will consider, investigate, and determine the validity of each such claim for a Preference.
- 5.3 Regardless of whether or not a bidder or proposer claims a Preference in response to a solicitation, the recipient of the award will be required to, "to the greatest extent feasible," implement the requirements of Section 3 during the ensuing awarded contract term.

6.0 Must a contractor receiving an award from the Authority take part in the Section 3 program?

- 6.1 The short answer is "Yes," as detailed following, each contractor must, "to the greatest extend feasible," take part in the program.
 - 6.1.1 If the contractor wishes, he/she may claim a Preference during the competitive solicitation process (please see Attachment D, most specifically Section 2.0 thereon).
 - 6.1.1.1 Pertaining to Quotations for Small Purchases (QSP's), the Authority will give a Preference of 10% to any quoter deemed to be eligible to receive such Preference ("deemed," based on information the quoter submits in response to the QSP issued). This means that for a quoter deemed eligible to receive a Preference, though he/she, for example, submits a quote of \$10,000, such quote will be considered by the Authority to be \$9,000 (10% less), even though, if awarded, the Authority will pay the quoter the full \$10,000 originally quoted.

6.1.1.2 Pertaining to Invitations For Bids (IFB's), the Authority will give a Preference based upon the following:

	Preference = lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000 but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000 but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000 but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000 but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000 but less than \$1,000,000	5% of that bid, or \$40,000
At least \$1,000,000 but less than \$2,000,000	4% of that bid, or \$60,000
At least \$2,000,000 but less than \$4,000,000	3% of that bid, or \$80,000
At least \$4,000,000 but less than \$7,000,000	2% of that bid, or \$105,000
\$7,000,000 or more	1 1/2% of lowest responsive bid, with no dollar limit

6.1.1.3 Pertaining to Request For Proposals (RFP's) and Request For Qualifications (RFP/QBS), the Authority will give a Preference based upon the following:

MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
	Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: (NOTE: A maximum of 15 points awarded).
15 points		Priority I, Category 1a: Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
13 points		Priority II, Category 1b: Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
11 points		Priority III, Category 2a: Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
9 points		Priority IV, Category 2b: Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
7 points		Priority V, Category 3: Business concerns

		participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
5 points		Priority VI, Category 4a: Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
3 points		Priority VII, Category 4b: Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
15 points		Maximum Preference Points (Additional)

6.1.2 It is possible that a contractor may demonstrate, to the Authority's satisfaction, that he/she has made a good faith and reasonable effort to comply with the requirements of Section 3, but it is not feasible to implement any portion of the Section 3 program. Such failure must be fully documented by the contractor and approved by the Authority or that contractor may be deemed not responsible by the Authority and the contract may be, at the Authority's discretion, not awarded or terminated.

7.0 Be aware that, as detailed within §138.38, the following Section 3 Clause will be a part of every applicable contract the Authority executes, and when a contractor executes the contract he/she is thereby agreeing to comply with the following:

SECTION 3 CLAUSE

- A. The work to be performed under this contract is 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. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. 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.
- C. The contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if

any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. 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, Part 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, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulation.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 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, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 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).

Mandatory Section 3 Requirements
Form 2-Business Preference Submittal Form
Bidders Who are Claiming a Section 3 Preference Must Complete this Form

- 1.0 Introduction: This form must be fully completed, accompanied by all required attachments, for any bidder/proposer claiming a Section 3 Business Preference (hereinafter, "Preference").
- 1.1 This fully completed form and any attachments thereto, will become a part of any ensuing contract.
- 1.2 Each bidder/proposer shall mark an "X" where provided following for all that apply to his/her claim of a Preference.
- 1.3 The bidder/proposer shall provide as an attachment to this completed form a detailed work plan clearly explaining how each following "denoted effort" or "claim" will be accomplished). Failure on the part of the bidder/proposer to include any such required attachment fully explaining the claim of the bidder/proposer shall result in the Authority not considering the claim for a Preference (though the Authority will, if awarded, later require the bidder/proposer to submit the information to satisfy the Section 3 requirements of the ensuing contract).
- 1.4 Please note that, even if a bidder/proposer does not complete and submit this form claiming a Preference, the Authority may require this form to be completed by the successful bidder/proposer as an attachment to the ensuing contract to document the Section 3 Plan required for the ensuing contract.
- 2.0 Current Section 3 Status: The undersigned bidder/proposer hereby claims that it is a Section 3 business concern and claims such preference in that he/she can provide evidence that (the bidder/proposer has attached justifying documentation for each item following marked with an "X"):
- 2.1 It is 51% or more owned by a Section 3 resident:
- 2.1.1 Authority resident lease;
- 2.1.2 Evidence of participation in a public assistance program;
- 2.1.3 Articles of Incorporation;
- 2.1.4 Fictitious or Assumed Business Name Certificate;
- 2.1.5 List of owners/stockholders and % of each;
- 2.1.6 Latest Board minutes appointing officers;
- 2.1.7 Organization chart with names and titles and brief functional statement;
- 2.1.8 Partnership Agreement;
- 2.1.9 Corporation Annual Report.
- 2.2 At least 30% of its full time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:

2.2.1 To justify this claim, please see the immediate following:

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journeypersons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

2.2.2 Attach a listing of all employees listed within column (3) above, including name and total annual income.

2.3 ___ He/she has a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

2.3.1 To justify this claim, please see the immediate following:

(1) Name of Section 3 Firm Receiving the Subcontract	(2) Total Amount of Subcontract(s)	(3) Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
	\$	%
	\$	%
	\$	%

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

3.0 Section 3 Preference Claim, Training and Employment Opportunities: The undersigned bidder/proposer hereby claims that it will, as detailed within 24 CFR §135.34, provide such "opportunities" as denoted following; to:

3.1 ___ Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

- 3.2 ___ Residents of other housing developments managed by the Authority that is expending the section 3 covered housing assistance (category 2 residents);
- 3.3 ___ Participants in HUD Youth build programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);
- 3.4 ___ Other section 3 residents.
- 4.0 Section 3 Preference Claim, Section 3 Business Concerns: The undersigned bidder/proposer hereby claims that it will, as a result of the contract award, and as detailed within 24 CFR §135.36, provide such "opportunities" as denoted following; to:
- 4.1 ___ Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);
- 4.2 ___ Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the Authority that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or
- 4.3 ___ HUD Youth build programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).
- 4.4 ___ Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.
- 5.0 As further detailed herein, which of the following priority are you claiming? (NOTE: Mark with an "X" the highest claimed Priority only.)

PRIORITY CLAIMED (Mark "X")	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: (NOTE: A maximum of 15 points awarded).
	15 points		Priority I, Category 1a: Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
	13 points		Priority II, Category 1b: Business concerns whose workforce includes 30 percent of residents of the

			housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
	11 points		Priority III, Category 2a: Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
	9 points		Priority IV, Category 2b: Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
	7 points		Priority V, Category 3: Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
	5 points		Priority VI, Category 4a: Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
	3 points		Priority VII, Category 4b: Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

6.0 As detailed within 24 CFR §135, Appendix I, *Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents*, denote the "efforts" your firm hereby formally commits to implement if you are awarded a contract:

- 6.1 ___ Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- 6.2 ___ Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
- 6.3 ___ Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- 6.4 ___ Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.
- 6.5 ___ Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional

information about the application process) in the common areas or other prominent areas of the housing development or developments. For Authorities, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

- 6.6 ___ Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- 6.7 ___ Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an Authority or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- 6.8 ___ Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
- 6.9 ___ Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- 6.10 ___ Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- 6.11 ___ Contacting agencies administering HUD Youth build programs, and requesting their assistance in recruiting HUD Youth build program participants for the Authority's or contractor's training and employment positions.
- 6.12 ___ Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the Authority's or contractor's training and employment positions.
- 6.13 ___ Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 6.14 ___ Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the Authority, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the Authority or contractor intends to fill.

- 6.15 ___ For an Authority employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as “force account labor” in HUD’s Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
- 6.16 ___ Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- 6.17 ___ Undertaking job counseling, education and related programs in association with local educational institutions.
- 6.18 ___ Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- 6.19 ___ After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- 6.20 ___ Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.
- 7.0 As detailed within 24 CFR §135, Appendix II, *Examples of Efforts To Award Contracts to Section 3 Business Concerns*, denote following the “efforts” your firm hereby formally commits to implement if you are awarded a contract:
- 7.1 ___ Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
- 7.2 ___ In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- 7.3 ___ Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.
- 7.4 ___ Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Authority.
- 7.5 ___ For Authorities, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

- 7.6 ___ Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.
- 7.7 ___ Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- 7.8 ___ Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- 7.9 ___ Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- 7.10 ___ Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- 7.11 ___ Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.
- 7.12 ___ Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
- 7.13 ___ Contacting agencies administering HUD Youth build programs, and notifying these agencies of the contracting opportunities.
- 7.14 ___ Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 7.15 ___ Developing a list of eligible section 3 business concerns.
- 7.16 ___ For Authorities, participating in the “Contracting with Resident-Owned Businesses” program provided under 24 CFR part 963.
- 7.17 ___ Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 7.18 ___ Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
- 7.19 ___ Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

- 7.20 ___ Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 7.21 ___ Actively supporting joint ventures with section 3 business concerns.
- 7.22 ___ Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

8.0 The undersigned bidder/proposer hereby declares:

- 8.1 The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.
- 8.2 He/she is aware that if the Authority discovers that any such information is not true and accurate, such shall allow the Authority to:
 - 8.2.1 NOT award the bidder/proposer a Preference; and
 - 8.2.2 If the Authority deems such is warranted (e.g. in the case of submitting information the bidder/proposer knows to be untrue), declare such bidder/proposer to be nonresponsive and not allow the bidder/proposer to receive an award.
- 8.3 He/she is aware that if he/she receives and award as the result of this competitive solicitation, even though he/she may not receive a Preference from the Authority as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of the Authority) whenever the successful bidder/proposer has need to hire additional employees during the term of the ensuing contract.

Mandatory Section 3 Requirements
Form 3-Business Preference Submittal Form
For Bidders Who are NOT Claiming a Section 3 Preference Must Complete this Form

POTENTIAL STATUS AS A SECTION 3 FIRM: "As described in" 24 CFR 135.5, *Section 3 business concern*, I hereby declare that my firm does not qualify as a Section 3 business concern; in that:

(1) I am the sole owner and my income does not meet the Section 3 guidelines. Accordingly, my firm is not "51 percent or more owned by section 3 residents;" and

(2) As I am the sole employee, I have no "permanent, full-time employees." Accordingly, there are no Section 3 residents employed at my firm; and

(3) I do not have any intention to "subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to . . . [a] section 3 business concern." As I will not be subcontracting any of the contract to any other business concern, claim of this is not "feasible."

MY PROPOSED SECTION 3 PLAN: (a) Within 24 CFR 135.1(a), HUD states that the purpose of the Section 3 requirements is to ". . . ensure that employment and other economic opportunities . . . shall, to the greatest extent feasible, . . . be directed to low- and very low-income persons . . ." (NOTE: Underlining added by me).

(b) Subcontracting. I hereby state that it is not "feasible" or reasonable for me to hire or retain any other person, much less a section 3 person, to assist in the performance of the ensuing contract. To explain in detail: It is clear that performance of the work detailed within the contract requires a very specialized skill-set and extensive knowledge and experience. It is extremely unlikely that I would be able to locate a Section 3 person with the requisite knowledge and experience to perform this work. If the work was extensive enough, I have other skilled sources and could retain another contractor to help; however, the work listed is well within my capabilities and abilities and it is my decision that the Authority would be best served by my performing the contract myself.

(c) Numerical Goals. As the award of this contract to my firm would not at any time result in any new hires, the "numerical goals" detailed within 24 CFR 135.30(a)(4)(b) do not apply to my firm; nor do the optional subcontract awards detailed within the following 24 CFR 135.30(a)(4)(c)(2).

(d) Section 3 Offer. Within the Appendix to Part 135, *Examples of Efforts To Award Contracts to Section 3 Business Concerns*, HUD details a number things that the Authority may implement to increase the effectiveness of its Section 3 efforts. I am pleased to make this offer: consistent with the level set within 24 CFR 135.30(c)(2), as requested by the Authority, I will donate not less than 3% of my time contracted by the Authority to assist the Authority to effectively implement HUD requirements and these recommendations within the Authority's Section 3 plan, procedures and efforts. I believe that this offer meets the HUD requirement of "to the greatest extent feasible" as I ascertain how I can help the Authority with this most important issue.

BID DOCUMENT CHECKLIST

Housing Authority of the Borough of Highland Park

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	One Original and One Copy of ENTIRE BID	
<input type="checkbox"/>	Bid Form	
<input type="checkbox"/>	Bid Guarantee	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input type="checkbox"/>	Affirmative Action Compliance Certification	
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Business Registration Certificate	
<input type="checkbox"/>	Public Works Contractor Certificate (Prevailing Wage) for Bidder and Each Sub-Contractor	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Subcontractor Listing/Certification Form(s)	
<input type="checkbox"/>	Acknowledgement of Receipt of Addenda (regardless of issuance of addenda)	
<input type="checkbox"/>	Statements and Qualifications of Bidders and Subcontractors (one for each bidder and subcontractor)	
<input type="checkbox"/>	Representations, Certifications and Other Statements of Bidders	
<input type="checkbox"/>	Section 3 Documents	

***Please submit this form as the first page of your bid and the Bid Form as the second page.**

ATTACHMENT A
SAMPLE CONTRACT-do not submit with your bid

Form of Contract
Tub Replacements at Park Terrace Apartments

This CONTRACT made this ____ day of _____ in the year ____ by and between

(Name of Contractor)
(Address)

hereinafter called the "Contractor," and the

Housing Authority of the Borough of Highland Park
242 So. Sixth Avenue
Highland Park, NJ 08904

hereinafter called the "Authority".

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

Article 1. Statement of Services. The Contractor shall furnish all labor, materials, tools and equipment and shall perform and complete all work required for the replacement of 24 tubs in the 24 apartments at Park Terrace Apartments as per the technical specifications and drawings outlined in Section II of the Invitation for Bids (IFB) dated October 3, 2017 which is incorporated herein by reference and made a part hereof.

Article 2. Term of Contract. The Contractor shall complete all work as specified within 90 days of receipt of a written Notice to Proceed or receipt of applicable permits, if any. If the Contractor fails to complete the work within 90 days, the Contractor shall pay the Authority as liquidated damages, the sum of \$500.00 for each day of delay as outlined in form HUD-5370-EZ. To the extent that the Contractor's delay or nonperformance is excused liquidated damages shall not be due to the Authority. The Contractor remains liable for damages caused other than by delay.

Article 3. Scope of Work. The scope of work includes the labor, materials and equipment to perform all work per the technical specifications and drawings prepared by Element Architectural Group which are incorporated by reference and made a part hereof.

Article 4. Performance of Work, Work Requirements and Contractor's Responsibility. The Contractor shall be responsible for furnishing all materials, equipment, labor and transportation necessary to perform the work.

The Contractor shall not sub-contract any work under this contract without express prior written approval of the Authority or as listed in the subcontractor certificate.

Contractor will schedule and perform the work between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, unless prior written permission is granted by the Authority to perform work at other times. The Contractor shall coordinate all his activities with the Authority. The Authority may charge to the contractor any additional costs for inspections or testing.

The Contractor shall at all times keep the work area orderly and free from accumulations of waste materials. After completing the work, the Contractor shall remove all equipment materials and tools that are not the property of the Authority and leave the work area in a neat, clean and orderly condition. The Contractor shall dispose of all debris off-site in accordance with all applicable Federal, State and local statutes, ordinances and regulations.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take all necessary health and safety precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the Authority, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

The Contractor shall apply and pay for any applicable permits related to the work. Fees for Building permits issued through the City Code Enforcement office are waived. No final payments shall be processed without furnishing written documentation the work has been inspected and the Borough of Highland Park Code Enforcement Department has closed out the permit.

Article 5. Rates and Payments. The Authority shall pay the contractor a lump sum fee of _____ dollars and ____ cents (\$____.____) after all (or periodic) work has been satisfactorily completed and tested. The Authority shall make payments not more frequently than monthly upon the completion of work by the Contractor and the presentation of an invoice. The invoice must be accompanied by certified payrolls for the period that is invoiced. Payment shall be due within 30 days of receipt of the invoice by the Authority. No payments shall be processed without attached certified payrolls covering payment period.

Article 6. Insurance. Before performing any work, the Contractor shall furnish the Authority with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

1. Workers' Compensation, in accordance with New Jersey Workers' Compensation laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and the Authority against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract, and the extended reporting period may not be less than five years following the completion date of the Contract.
3. Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.000 per occurrence.

All Insurance shall be carried with companies, which are financially responsible and admitted to do business in the State of New Jersey. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the Authority. All certificates of insurance, as evidence of coverage, shall provide that no coverage maybe canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Authority.

Article 7. New Jersey Business Registration Requirements. The contractor shall provide to the Authority proof of the contractor's business registration with the New Jersey Division of Taxation before contract award. Bidders shall be registered, however, at the time of the bid opening.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the Authority, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of this Agreement, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-49(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.34 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Article 8. Section 3 Requirements.

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.

Article 9. Assignment of Contract. The Authority may at its sole discretion assign the contract, in whole or in part, to an affiliate or instrumentality of the Authority or an entity controlled by the Authority, its affiliate, or its instrumentality. Assignment of the contract by the Authority, does not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract. The Authority's right to assign the contract is unilateral and does not create any assignment rights for the Contractor.

Article 10. Contract Documents. Contract Documents shall consist of the following component parts:

1. This instrument;
2. General Contract Conditions - Construction, form HUD-5370-EZ;
3. Drawings and Technical Specifications;
4. Invitation for Bids dated 10/3/17;
5. Bid submitted by the contractor dated 10/3/17;
6. Addenda (if any).

This instrument together with the document enumerated in this Article form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article 8 shall govern, except as otherwise specifically stated.

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

In the presence of:

_____ by _____
(Name)
(Title)
(Company Name)
(Phone Number)

In the presence of:

_____ by _____
Donna F. Brightman
Executive Director
Housing Authority of the
Borough of Highland Park

CHANGE ORDER AUTHORIZATION

Print neatly or type the required information in the spaces provided below. If necessary add additional pages and provide the required information following the same format:

CHANGE ORDER AUTHORIZATION (COA) NO.: _____

PROJECT: _____

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

NOTICE:

- A. Preparation of this Authorization will create the basis for an agreement to a proposed Change in the Contract between the Authority and the Contractor.
- B. Formal agreement on the terms and conditions of the proposed Change is not complete until all parties have signed the H.U.D. Change Order which will be prepared from the information provided herein.
- C. Do not proceed with any Change until this Change Order Authorization for the Change has been signed by all parties.

DESCRIPTION:

- A. This Change was requested by:
- B. The following Change in the Work is proposed:
- C. The Cost Breakdown for the Proposed Change is as follows:
 - 1. Labor:
 - 2. Materials:
 - 3. Subcontractor prices with breakdown:
 - 4. Insurance and Bonds:
 - 5. Overhead (Indirect Costs): 8% of Items No. 1, 2 & 3:
 - 6. Profit: 5% of Items No. 1, 2 & 3:
 - 7. Total Cost for this Change:
 - 8. Adjustment to Contract Period required by this Change:
 - 9. Project Completion Date if this Change is approved:
- D. Supporting documents for this Change are as follows:

APPROVALS *(Signature indicates approval to prepare formal H.U.D. Change Order):*

Contractor: _____
(signature) (title) (date)

Architect: _____
(signature) (date)

Authority: _____
(signature) (title) (date)

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

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

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date 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, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

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

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

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

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

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

10. Assurance of Completion

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 01/31/2014)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts greater than \$2,000 but not more than \$100,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof 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 Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (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 or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the

Contractor charged with damages under this clause if –

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g.,

change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (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.

11. 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.

12. 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.

13. 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 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.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved 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 1(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 regular 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 in 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.

- (2) (i) Any class of laborers or mechanics, including helpers, 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 all the following criteria have been met:
- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) 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 shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 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.
- (iii) 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 of the Wage and Hour Division 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.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause 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.
- (3) 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.
- (4) 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.

(b) **Withholding of Funds.** 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 in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, 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.

(c) **Payrolls and Basic Records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. 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 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.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer 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 subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) 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:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) 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; and
- (C) 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.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) 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 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, 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.

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

General Decision Number: NJ170024 07/28/2017 NJ24

Superseded General Decision Number: NJ20160024

State: New Jersey

Construction Type: Residential

Counties: Hunterdon and Middlesex Counties in New Jersey.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	04/21/2017
2	05/19/2017
3	05/26/2017
4	06/02/2017
5	06/09/2017
6	07/14/2017
7	07/28/2017

BRNJ0002-004 11/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	29.29

BRNJ0004-002 11/01/2016

	Rates	Fringes
CEMENT MASON.....	\$ 40.00	29.29

CARP0006-001 05/01/2017

	Rates	Fringes
CARPENTER, Includes Drywall Hanging.....	\$ 30.73	57%

ELEC0102-017 05/30/2016

HUNTERDON COUNTY (Townships of Alexandria and Bethelhem; Boroughs of Bloomsbury and Califon; Town of Clinton; Township of Clinton; Township of Delaware (west of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (east of State Hwy. 31); Township of Franklin; Boroughs of Frenchtown, Glen

Gardner, Hampton and High Bridge; Townships of Holland and Kingwood; Borough of Lebanon; Township of Lebanon; Borough of Milford; Township of Raritan (east of State Hwy. 31 and north of County Route 523); Townships of Readington, Tewksbury and Union)

	Rates	Fringes
Electricians:		
Apartments over 4 units.....	\$ 53.37	56.5%
Work on single family homes and apartments not to exceed four-unit apartments.....	\$ 13.68	40%

ELEC0269-007 05/01/2016

HUNTERDON COUNTY (Township of Delaware (east of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (west of State Hwy. 31); Borough of Flemington; City of Lambertville; Township of Raritan (west of State Hwy. 31 and south of County Route 523); Borough of Stockton; Township of West Amwell);

	Rates	Fringes
Electrician.....	\$ 49.18	61.48%

ELEC0456-003 05/29/2017

MIDDLESEX COUNTY (Remainder of county)

	Rates	Fringes
Electricians:		
Apartments over 4 units per building.....	\$ 50.31	53.25%
Single family homes and apartments not to exceed four-units per building.....	\$ 13.25	45%

ENGI0825-006 01/01/2016

	Rates	Fringes
Power equipment operators:		
(1) Backhoe including Backhoe Track; Crane; Front End Loader 5 cu yd and over.....	\$ 47.07	29.80
(2) Backhoe Loader Combo; Front End Loader 2 yd < 5 cu yd; Hydraulic Crane < 10 cu yd;.....	\$ 45.48	29.80
(3) Bulldozer; Roller blacktop; Front End Loader 1 < 2 cu yd;.....	\$ 43.57	29.80
(4) Roller including Subgrade Roller; Front End Loader < 1 cu yd.....	\$ 41.91	29.80

PAID HOLIDAYS:
 New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day,

Veteran's Day, Thanksgiving Day and Christmas Day; provided
 1) that the worker works three of the preceding five work
 days before the holiday; or, the work day before the
 holiday and the work day after the holiday; and, 2) that
 the worker works the work day before and the work day after
 the holiday.

IRON0011-006 07/01/2016

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 39.24	42.92
Structural.....	\$ 41.54	42.92

LABO0222-004 07/01/2012

	Rates	Fringes
LABORER		
MASON TENDER:		
Cement/Concrete.....	\$ 29.35	23.07

PAIN0711-005 05/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 39.50	23.20

* PLUM0009-006 07/01/2017

HUNTERDON COUNTY (south of a line drawn from a point where
 Bridge St. crosses the Delaware River, continuing along Bridge
 St. through Frenchtown to Rt. 513; then, continuing along Rt.
 513 to Rt. 12; then, continuing along Rt. 12 to Rt. 31/202;
 then, continuing south on Rt. 31/202 to Rt. 514 (Amwell Rd. or
 Old York Rd.); then, making a left turn in a northeasterly
 direction onto Rt. 514 (Amwell Rd. or Old York Rd.); then,
 continuing along Rt. 514 (Amwell Rd. or Old York Rd.) to
 Reaville and the intersection with County Rd. Rt. 609 (Manner's
 Rd.); then, making a right turn onto County Rd. Rt. 609
 (Manner's Rd.); then, continuing south along County Rd. Rt. 609
 (Manner's Rd.) until it reaches County Rd. Rt. 602 (Wertsville
 Rd.); then, making a right turn onto Rt. 602 (Wertsville Rd.);
 then, continuing south along Rt. 602 (Wertsville Rd.) until it
 reaches Rt. 607 (Rileyville Rd., also known as Hopewell -
 Wertsville Rd.); then, making a left turn onto Rt. 607
 (Rileyville Rd., also known as Hopewell - Wertsville Rd.);
 then, continuing along Rt. 607 (Rileyville Rd., also known as
 Hopewell - Wertsville Rd.) until it reaches the
 Hunterdon/Mercer county line); MIDDLESEX COUNTY (does not
 include the Boroughs of Dunellen and Middlesex; Township of
 Piscataway; Borough of South Plainfield)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 29.60	15.11

PLUM0024-002 05/01/2017

HUNTERDON COUNTY (north of a line drawn from a point where
 Bridge St. crosses the Delaware River, continuing along Bridge
 St. through Frenchtown to Rt. 513; then, continuing along Rt.
 513 to Rt. 12; then, continuing along Rt. 12 to Rt. 31/202;

then, continuing south on Rt. 31/202 to Rt. 514 (Amwell Rd. or Old York Rd.); then, making a left turn in a northeasterly direction onto Rt. 514 (Amwell Rd. or Old York Rd.); then, continuing along Rt. 514 (Amwell Rd. or Old York Rd.) to Reaville and the intersection with County Rd. Rt. 609 (Manner's Rd.); then, making a right turn onto County Rd. Rt. 609 (Manner's Rd.); then, continuing south along County Rd. Rt. 609 (Manner's Rd.) until it reaches County Rd. Rt. 602 (Wertsville Rd.); then, making a right turn onto Rt. 602 (Wertsville Rd.); then, continuing south along Rt. 602 (Wertsville Rd.) until it reaches Rt. 607 (Rileyville Rd., also known as Hopewell - Wertsville Rd.); then, making a left turn onto Rt. 607 (Rileyville Rd., also known as Hopewell - Wertsville Rd.); then, continuing along Rt. 607 (Rileyville Rd., also known as Hopewell - Wertsville Rd.) until it reaches the Hunterdon - Mercer County line);

MIDDLESEX COUNTY (Boroughs of Dunellen, Middlesex & South Plainfield; Township of Piscataway)

	Rates	Fringes
PLUMBER.....	\$ 52.66	33.54

 PLUM0475-009 05/01/2017

HUNTERDON COUNTY (north of a line drawn from a point where Bridge St. crosses the Delaware River, continuing along Bridge St. through Frenchtown to Rt. 513; then, continuing along Rt. 513 to Rt. 12; then, continuing along Rt. 12 to Rt. 31/202; then, continuing south on Rt. 31/202 to Rt. 514 (Amwell Rd. or Old York Rd.); then, making a left turn in a northeasterly direction onto Rt. 514 (Amwell Rd. or Old York Rd.); then, continuing along Rt. 514 (Amwell Rd. or Old York Rd.) to Reaville and the intersection with County Rd. Rt. 609 (Manner's Rd.); then, making a right turn onto County Rd. Rt. 609 (Manner's Rd.); then, continuing south along County Rd. Rt. 609 (Manner's Rd.) until it reaches County Rd. Rt. 602 (Wertsville Rd.); then, making a right turn onto Rt. 602 (Wertsville Rd.); then, continuing south along Rt. 602 (Wertsville Rd.) until it reaches Rt. 607 (Rileyville Rd., also known as Hopewell - Wertsville Rd.); then, making a left turn onto Rt. 607 (Rileyville Rd., also known as Hopewell - Wertsville Rd.); then, continuing along Rt. 607 (Rileyville Rd., also known as Hopewell - Wertsville Rd.) until it reaches the Hunterdon/Mercer county line);

MIDDLESEX COUNTY (Boroughs of Dunellen and Middlesex; Township of Piscataway; Borough of South Plainfield)

	Rates	Fringes
PIPEFITTER.....	\$ 48.51	32.50

 ROOF0004-008 06/01/2015

MIDDLESEX COUNTY (north and east of Route #18)

	Rates	Fringes
ROOFER (Includes All Types of Roofs).....	\$ 35.52	25.03

 ROOF0030-018 05/01/2016

MIDDLESEX COUNTY (south and west of Route #18)

	Rates	Fringes
ROOFER (All Types).....	\$ 25.70	18.82

ROOF0030-036 05/01/2016		

HUNTERDON COUNTY

	Rates	Fringes
ROOFER (All Types).....	\$ 25.70	18.82

SUNJ2004-062 01/02/2009		

	Rates	Fringes
LABORER: Common or General.....	\$ 13.16	0.00
OPERATOR: Concrete Pump, Truck Mounted.....	\$ 13.50	2.34
PAINTER: Brush and Roller, Excludes Drywall Finishing/Taping.....	\$ 20.53	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

SECTION II

TECHNICAL SPECIFICATIONS AND DRAWINGS

CREATED BY:

LS Engineering Associates Corp.
150 River Road, Building E
Montville, NJ 07045
(973) 588-3122

Please direct all questions pertaining to this section to:

kimlaw@lseacorp.com

AND

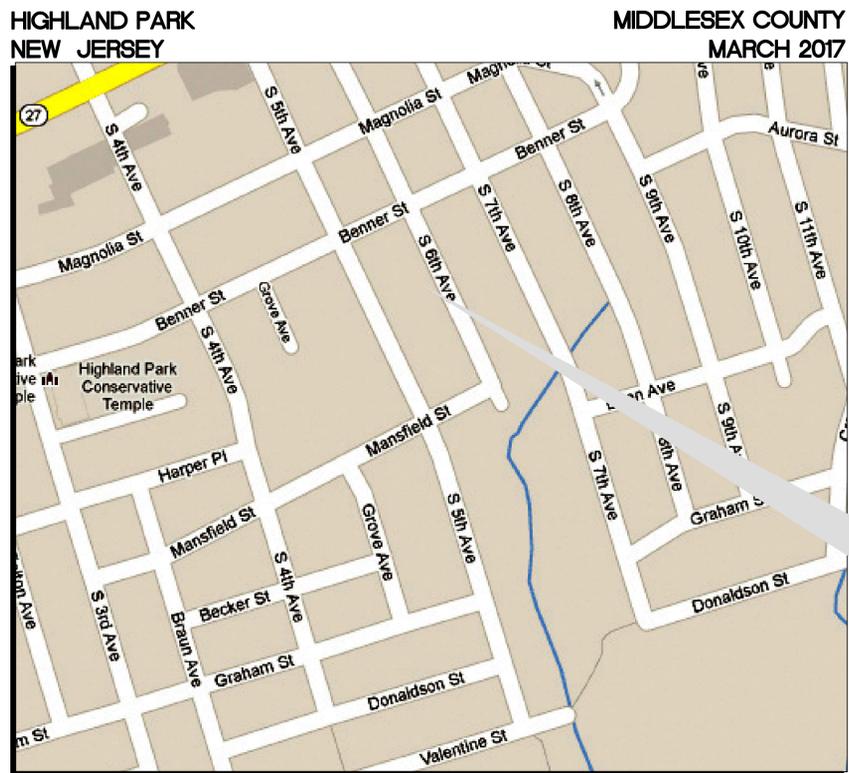
LS@WoodbridgeHousingAuthority.org

The following technical specifications and drawings include:

DRAWINGS – 4 PAGES INCLUDING COVER-Technical Specifications are included on the drawings.

HIGHLAND PARK HOUSING AUTHORITY PARK TERRACE APARTMENTS

BATHROOM TUB REPLACEMENT



LOCATION MAP
NOT TO SCALE



SITE MAP
NOT TO SCALE

- PARK TERRACE APARTMENTS
602-616 BENNER ST.
(8) UNITS
- PARK TERRACE APARTMENTS
205-219 6TH. AVE.
(8) UNITS
- PARK TERRACE APARTMENTS
206-220 7TH. AVE.
(8) UNITS

PROJECT LOCATION:
HIGHLAND PARK HA-
PARK TERRACE
APARTMENTS

BOARD OF COMMISSIONERS
HIGHLAND PARK HOUSING AUTHORITY

- Steve Chudnick Commissioner
- Raisa Martinez Kruger Commissioner
- Donald Monk Commissioner
- William Rainwater Commissioner
- Diane Reh Commissioner
- Evelyn Sedehi Commissioner

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET - LOCATION MAP
2	EXISTING CONDITIONS/ DEMOLITION PLANS
3	PROPOSED PLANS
4	SPECIFICATIONS AND COST ESTIMATES

APPLICABLE CODE SUMMARY	
CODE	DESCRIPTION
IBC 2015	INTERNATIONAL BUILDING CODE- NJ 2015
NSPC 2015	NATIONAL STANDARD PLUMBING CODE 2015

SEAL FOR
N.J. LICENSED ARCHITECT

CHRISTOPHER O. DOUGHERTY
LICENSE NO. 13853

LS ENGINEERING ASSOCIATES CORPORATION
150 RIVER ROAD, BUILDING E, SUITE E2, MONTVILLE, N.J. 07045

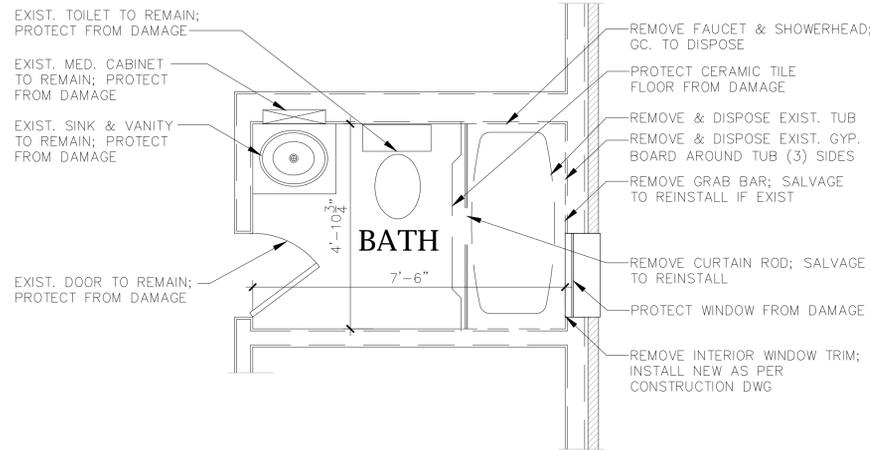
CHRISTOPHER O. DOUGHERTY R.A. DATE
NJ R.A. LICENSE 13853

LS ENGINEERING ASSOCIATES CORPORATION
150 RIVER ROAD, BUILDING E, SUITE E2, MONTVILLE, N.J. 07045

SCALE: NOT TO SCALE
DATE: APRIL 2017

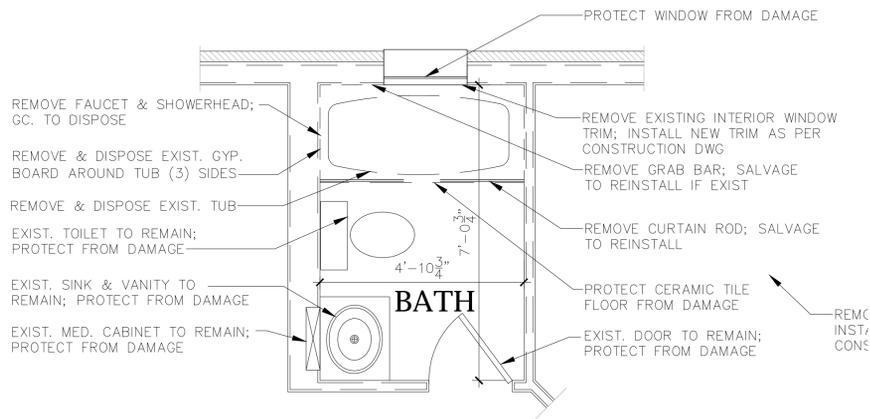
Z:\LSEAC\Projects\2017-19 Highland Park HA Bathroom Renovation\CAD\LS_BORDER_KEY_PLAN.dwg Sep 15, 2017 - 1:47pm

Z:\SEAC\Projects\2017-19 Highland Park HA Bathroom Renovation\CAD\Highland Park CD's 3-15-2017_recover.dwg Sep 15, 2017 - 1:48pm



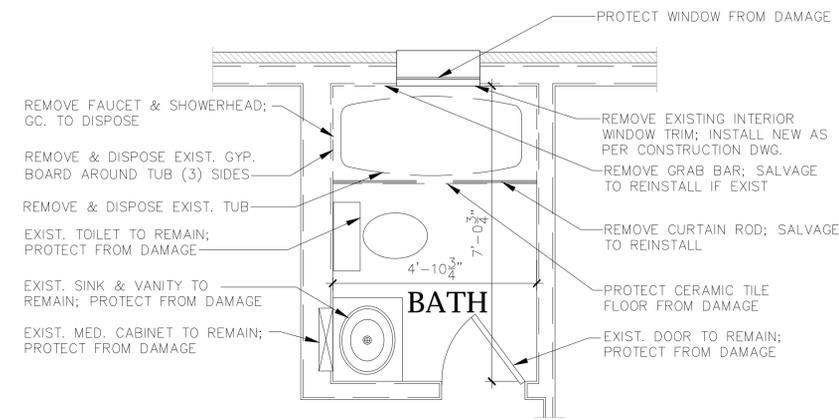
TYPICAL (1) BEDROOM DEMOLITION PLAN

SCALE : 1/2" = 1'-0"



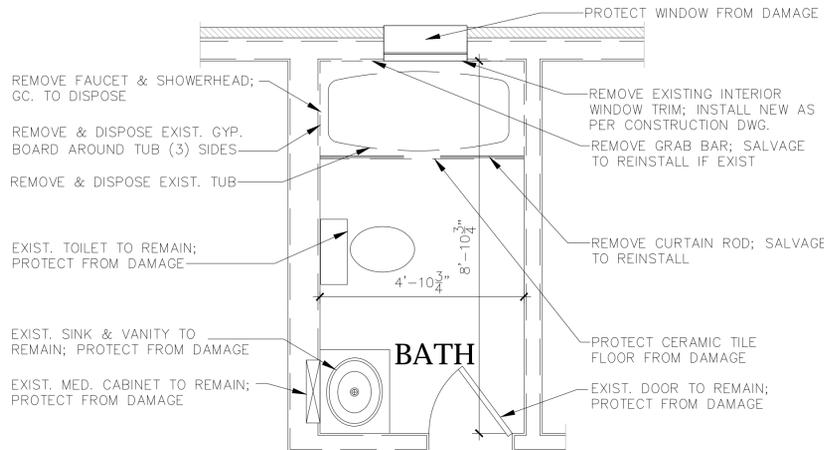
TYPICAL (2) BEDROOM DEMOLITION PLAN

SCALE : 1/4" = 1'-0"



TYPICAL (3) BEDROOM DEMOLITION PLAN

SCALE : 1/4" = 1'-0"



TYPICAL (4) BEDROOM DEMOLITION PLAN

SCALE : 1/4" = 1'-0"

CHRISTOPHER O. DOUGHERTY
NJ RA License No. 13853

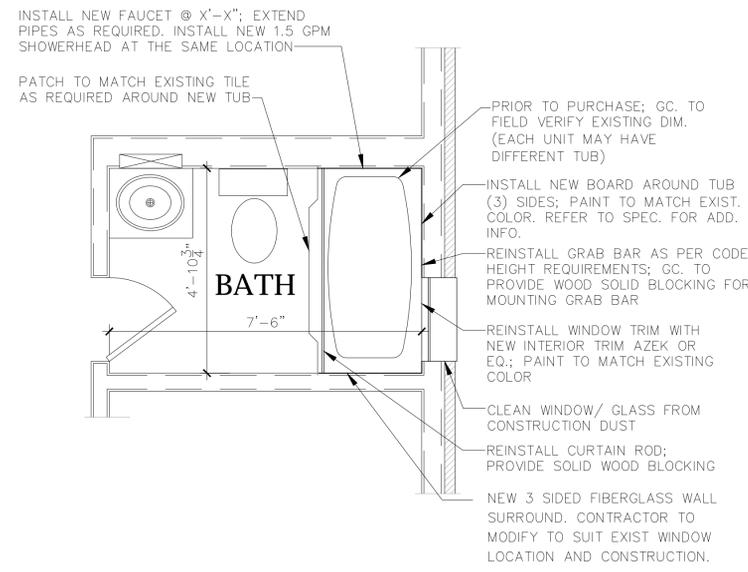
1	MODIFIED NUMBER OF UNITS IN SCOPE OF WORK PER CLIENT	5/23/2017	CD
2	MODIFIED SQUARE FOOTAGES OF SHEETROCK/TILE/PAINTING WORK	8/8/2017	
Rev #	Description	Date	Appr.

HIGHLAND PARK HOUSING AUTHORITY
BATHROOM TUB REPLACEMENT AT PARK TERRACE BUILDINGS
HIGHLAND PARK, NJ

DEMOLITION FLOOR PLANS

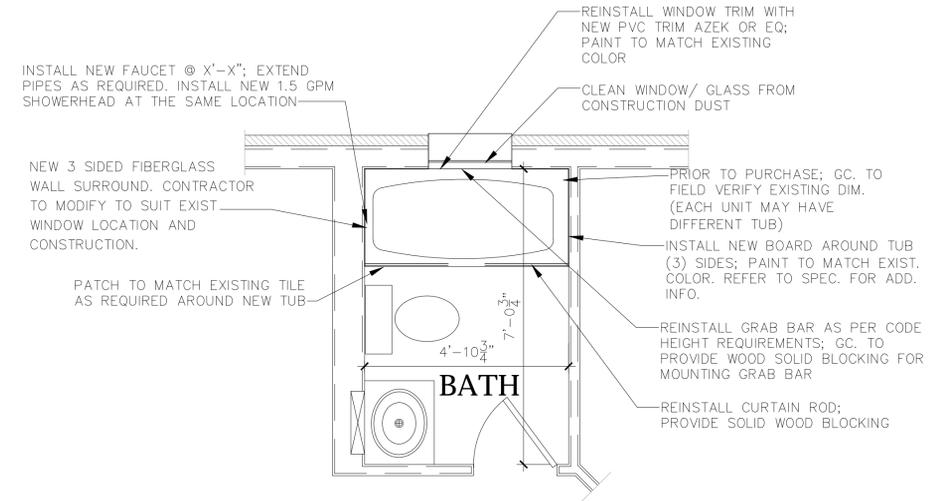

I.S. ENGINEERING ASSOCIATES CORPORATION
 1550 RIVER ROAD, BUILDING E, SUITE E2, MONTVILLE, N.J. 07045
 SCALE: 1/2" = 1'-0"
 DATE: MARCH 2017
KIM P. LAW N.J. PROFESSIONAL ENGINEER NO. 39011

Z:\LSEAC\Projects\2017-19 Highland Park HA Bathroom Renovation\2017-19-Highland Park HA Bathroom Renovation\CAD\Highland Park CD's 3-15-2017_recover.dwg Sep 15, 2017 - 1:49pm



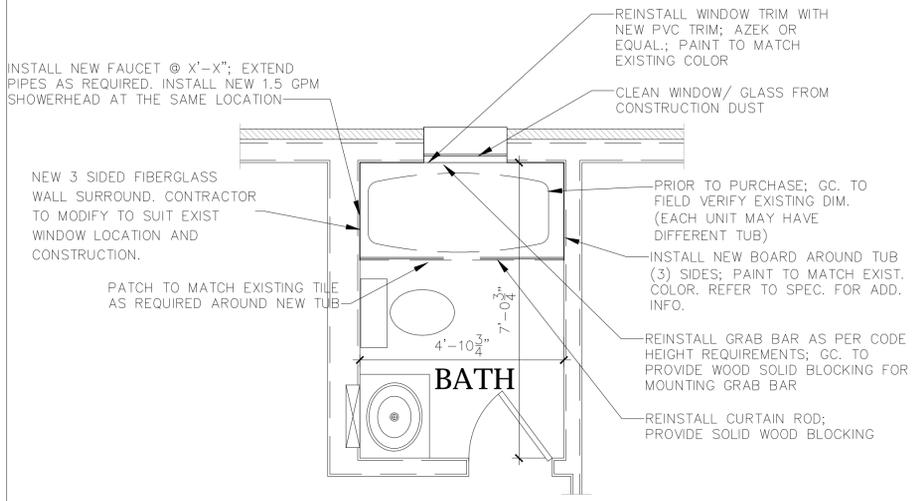
TYPICAL (1) BEDROOM CONSTRUCTION PLAN

SCALE : 1/4"= 1'-0"



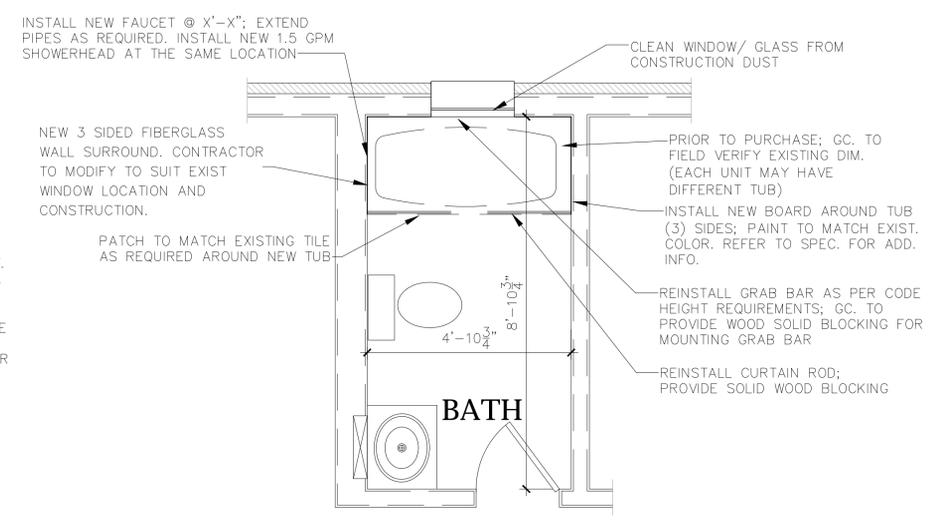
TYPICAL (2) BEDROOM CONSTRUCTION PLAN

SCALE : 1/4"= 1'-0"



TYPICAL (3) BEDROOM CONSTRUCTION PLAN

SCALE : 1/4"= 1'-0"



TYPICAL (4) BEDROOM CONSTRUCTION PLAN

SCALE : 1/4"= 1'-0"

- POLLUTION/ NOISE CONTROL NOTES:**
- GC. to notify the Building Manager or other designated Owner Representative and Tenants with adequate time notice of when the work will start and when will end in their bathroom.
 - Keep the premises in a neat, safe and orderly condition at all times during execution of the work, free from accumulation of sawdust, cut-ends and debris. GC. to clean at the end of each working day all bathroom where the work is in process and to remove daily all construction products such as equipments, nails, glue, etc....
 - GC. to keep the noise level as low as possible. Prior to any extreme noise GC. to notify Building Manager or other designated Owner Representative & all tenant in the building

- PLUMBING NOTES:**
- All plumbing work shall be performed by or under supervision of a licensed Master plumber. The Contractor shall carefully conform to New Jersey licensing requirements regarding the execution of plumbing work, including the pertinent statues regarding the licensing of Plumbing Contractors and individual plumbing tradesmen.
 - After the new installation is made, all joints shall be tested at full line pressure and all leaks corrected.
 - Faucets shall be tested and washers and/or cartridges shall be replaced in the event of dripping.

- DEMOLITION NOTES:**
- Examine the areas and conditions under which the work will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

- MOLD CLEANING NOTES:**
- GC. to clean any mold/mildew IF found inside the walls after removal of GYP.
 - GC. to provide photos to architect to proof the damage area. The architect to provide written approval.
 - GC. to replace any rotten/damaged wood framing (match existing wall thickness) and/or batt insulation (match existing R value).

- SCOPE OF WORK:**
- Replacing the tub in each unit in accordance with the contract plans and specifications (remove and dispose existing tub and install new.)
 - Remove existing water damaged wall board and reinstall new at three (3) walls around tub.
 - Relocate tub faucet as per drawings, and replace showerheads with new high efficiency (1.5GPM) to reduce water consumption.
 - Reinstall curtain rod - provide blocking as required.
 - Reinstall any disturbed flooring - match existing condition.
 - Clean-up and restoration of work areas.
 - Contractor shall sequence construction as per client direction. Unless otherwise noted sequence shall follow as noted:
 - Installation of cement board.
 - Installation of caulking
 - Installation of red guard waterproofing
 - Installation of replacement bathtubs.
 - Unit specific issues:
 - Unit 216 - Existing tub has remodeled tub, no work required.
 - Unit 218 - Existing tub is three layered tub to be removed. Existing conditions consist of 1.) Cast iron 2.) Fiberglass 3.) Steel.
 - Unit 220 - Existing tub is Acrylic tub.

- CONSTRUCTION NOTES:**
- The complete installation including the material installed shall meet the minimum requirements of the latest Local Building Code, HUD requirements, and all applicable laws and municipal requirements.
 - The contractor shall supervise and be responsible for the proper locations and installation of all items.
 - The contractor shall conduct his operations under this Contract in such a manner as to allow, at all times during the performance of the work ingress and egress for the tenants and the public with the Authority's cooperation. The Contractor shall notify and cooperate with Authority's representative to coordinate his work to meet this condition.
 - The Contractor shall provide all necessary safety equipment, materials and personnel to protect the public walks, entrance to buildings and grounds within the work areas of this contract in order that pedestrians, tenants, and the public be protected at all times.
 - GC. to coordinate as required with other trades to assure proper and adequate complete of the work.
 - Install each item in its proper location, firmly anchored into position, level and plumb, as per the manufacturer's recommendations.
 - Installation of work shall comply with specifications; bring it to the attention of the architect in case of any discrepancy.
 - The Contractor shall arrange with the Building Manager or other designated Building Manager or other designated Owner Representative Representative for the shut off of water risers. At the close of each working day, all water risers shall be restored. Tenants shall not be left without hot or cold water or sanitary facilities overnight.
 - Should any portion of the existing buildings or area be damaged, disturbed or otherwise affected due to the work of the contract, the Contractor shall report the conditions and circumstances to the Building Manager or other designated Owner Representative and shall make all necessary repairs and replacements to such damaged work at his own expense and with new materials to match the existing work in every respect.
 - All items removed by the Contractor, shall become the property of the Contractor and shall be legally disposed of. The Building Manager or other designated Owner Representative reserves the right to claim any removed material for his own use.
 - Nail windows' trim with finish nails of proper dimension to hold the member firmly in place without splitting the wood. Nails shall be long enough to ensure sufficient penetration into a solid and appropriate substrate. Nails are to be counter sunk below the finished surface of the member and the resulting hole filled with wood filler and sanded.
 - Any damaged tiles shall be replaced with in kind without additional cost to the owner.

CHRISTOPHER O. DOUGHERTY
NJ RA License No. 13853

1	MODIFIED NUMBER OF UNITS IN SCOPE OF WORK PER CLIENT	5/23/2017	CD
2	MODIFIED SQUARE FOOTAGES OF SHEETROCK/TILE/PAINTING WORK	8/8/2017	CD

Rev # Description Date Appr.
HIGHLAND PARK HOUSING AUTHORITY
BATHROOM TUB REPLACEMENT AT PARK TERRACE BUILDINGS
HIGHLAND PARK, NJ

CONSTRUCTION FLOOR PLANS

L.S. ENGINEERING ASSOCIATES CORPORATION
LSEA 150 RIVER ROAD, BUILDING E, SUITE E2, MONTVILLE, N.J. 07045

KIM P. LAW N.J. PROFESSIONAL ENGINEER NO. 39011

SCALE: 1/2"= 1'-0"
DATE: MARCH 2017

Z:\LSEAC\Projects\2017-19 Highland Park HA Bathroom Renovation\2017-19-Highland Park HA Bathroom Renovation\CAD\Highland Park CD's 3-15-2017_recover.dwg Sep 15, 2017 - 1:49pm

SECTION 1 – COMPLETE HALF BATHROOM REPLACEMENT

PART 1 – GENERAL

1.01 Description:

- A. This work shall consist of a complete replacement of the full bathroom for each unit as specified in Table 1.1 of this Section. Work will include replacement of all sub-flooring, surface-flooring, fixtures, components and accessories where indicated on the drawings, as specified herein, and as needed for a complete and proper installation. Replacement of each fixture, component or accessory shall comply with specifications of this Section.
- B. Whenever there is a discrepancy between these Specifications and the manufacturer's recommendations, with approval of the Architect, the manufacturer's recommendations shall govern.

PART 2 – PRODUCTS

2.01 Materials:

- A. Provide products as called for in this Section, or equal, approved in advance by the Architect, in the types and locations shown on the Plan Drawings.
- B. Substitutions of products, fixtures, components or accessories, as selected by the Contractor, are subject to the approval of the Architect.
 1. RESILIENT FLOORING: 1/8", 12" X 12" Congoleum Commercial VCT flooring. 1/8" gauge vinyl wall base, standard 4" high also by Armstrong. #1 W.P.P. wood sanitary wall trim base with painted finish.
 2. CERAMIC TILE: Ceramic tile to match existing. Manufacturer: American Olean or approved equal. Grouting materials: provide commercial Portland Cement Grout, complying with ANSI 118.6 color to match existing.
 3. BATH ACCESSORIES: Provide solid wood blocking in the wall for mounting all accessories. Stainless steel shower curtain rod, by BASCO Model No. 1213B with exposed screw polished stainless steel supports Model No. 1203PB. 30" Stainless steel heavy duty towel bar/grab bar, by BASCO model No. 1064 or equal.

4. COMPOSITE BATHTUB: Composite material, 60" X 30" X 14" bathtub by American Standard, Incorporated, P.O. Box 6820, Piscataway, New Jersey 08855, (800) 752-6292 or equal. Tub shall be "Americast", composite Bath Unit Model No. 2391.202 (RHO), or 2390.202, (LHO), in standard white finish, with full slip resistant surface. Caulk all joints.
5. DIVERTER VALVE (Tub/Shower Units): Temperature correcting pressure balanced diverter valve, American Standard "Colony Soft" Model Number 1675SS.502 in Polished Chrome finish. Provide riser, showerhead, tub spout, overflow pipe, stopper mechanism and trap. Diverter valve shall be equipped with an Adjustable Hot Limit Safety Stop. Where plumbing is located on accessible wall provide metal access panel as required to meet new conditions.

PART 3 – EXECUTION

3.01 General:

- A. Surface Conditions
 1. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.
- B. Installation
 1. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this section.
 2. Install each item in its proper location, firmly anchored into position, level and plumb, and in accordance with the manufacturer's recommendations.
 3. Installation of work called for in this Section shall comply with specifications in Section 5 – Products and Materials.

3.02 Rough Plumbing Layout:

1. SURFACE PREPARATION: Where existing materials are removed and new or dissimilar materials are called for to be installed on the same surface, the Contractor shall properly prepare the surface in accordance with the manufacturer's guidelines for the

new material to be installed. Under no circumstances shall new materials be installed over improperly prepared substrates or surfaces.

2. STANDARDS: Where existing materials and structures are to be modified, removed, repaired or replaced such construction shall conform to the standards as set forth in the details as being equal to that of new construction. Such construction shall leave clean solid surfaces ready to receive new materials as specified. Replacement of existing system components shall be on a one-for-one basis, wherein the replacement shall equal the existing in quality, and required operation.
3. PATCHING: Where omitting of existing surfaces or removal of existing finishes is required to perform the work under this Contract, and a new finish is not indicated, fill existing openings and patch the surface after doing the work, and finish to match adjacent existing surfaces.
4. PROTECTION: Protect all existing building elements and improvements indicated to remain.
5. SAFE MAINTENANCE: All trash and potentially flammable material shall be removed from the site daily. Contractor shall maintain the site in an orderly and safe condition during the Work. Under no circumstances shall gasoline, solvents or other volatile or potentially explosive materials or liquids be brought into, stored or used on the premises.
6. DAMAGED WORK: In the event of damage to items not scheduled for modification or demolition, promptly replace such items to the approval of the Architect and at no additional cost to the Owner.

PART 4 – COMPENSATION

4.01 Basis of Payment:

- A. Payment will be made under:

Pay Item	Pay Unit
Complete Full Bathroom Replacement	LUMP SUM

No separate payment will be made for the preparation of the required pollution control systems, as it pertains to the project site including but not limited to, permits, capture, containment, collection, storage and disposal costs, and revisions, alterations and resubmissions; and any record keeping which may be required during the execution of the work. All cost therefore shall be included in the Pay Item, "Complete Full Bathroom Replacement".

END OF SECTION

TABLE 1.1

COMPLETE FULL BATHROOM REPLACEMENT			
Units to be replaced: Twelve (12) single bedroom units, Six (6) two bedroom units, Four (4) three bedroom units, Two (2) four bedroom units. TOTAL twenty Four (24) units.			
ITEMS	QUANTITY PER UNIT	NUMBER OF UNITS	TOTAL QUANTITY
FLOORING	Install 15 SF Sub-base	19	285 SF
	Install 15 SF Ceramic Tile		285 SF
FLOORING	Install 15 SF Sub-base	4	60 SF
	Install 15 SF VCT		60 SF
WALLS	Install sheetrock 20 SF	23	460 SF
WALLS	Paint room 20 SF	23	460 SF
BATHTUBS	Install 1 Unit	23	23
CERAMIC TILES	Install 10 SF Cement Board	19	190 SF
	Install 10 SF ceramic tiles in tub area		380 SF
	Install 10 SF on wall		
PLUMBING PIPES	Install 1 PVC Trap	23	23
	Install 2 Supply Lines		46

CHRISTOPHER O. DOUGHERTY
NJ RA License No. 13853

1	MODIFIED NUMBER OF UNITS IN SCOPE OF WORK PER CLIENT	5/23/2017	CD
2	MODIFIED SQUARE FOOTAGES OF SHEETROCK/TILE/PAINTING WORK	8/8/2017	CD

Rev #	Description	Date	Appr.
-------	-------------	------	-------

HIGHLAND PARK HOUSING AUTHORITY
BATHROOM TUB REPLACEMENT AT PARK TERRACE BUILDINGS
HIGHLAND PARK, NJ

SPECIFICATION

 L.S. ENGINEERING ASSOCIATES CORPORATION
LSEA 150 RIVER ROAD, BUILDING E, SUITE E2, MONTVILLE, N.J. 07045

KIM P. LAW N.J. PROFESSIONAL ENGINEER NO. 39011

SCALE: 1/2" = 1'-0"
DATE: MARCH 2017

