

# **GUTTENBERG HOUSING AUTHORITY**

## **NOTICE**

### **REQUEST FOR PROPOSALS FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES**

Under a Fair and Open Process in Accordance  
with N.J.S.A. 19:44A-20.4 et. seq.

**PROPOSALS MUST BE SUBMITTED BY**

**Wednesday March 27, 2019 at 3:00 PM to:**

MR. CARL S. CZAPLICKI, JR.  
EXECUTIVE DIRECTOR  
GUTTENBERG HOUSING AUTHORITY  
6900 BROADWAY  
GUTTENBERG, NEW JERSEY

## 1. PURPOSE

The Housing Authority of the Town of Guttenberg (hereinafter the “Housing Authority”) is a public housing authority with administrative offices located at 6900 Broadway, Guttenberg, New Jersey 07093. The Housing Authority provides quality, affordable housing to low-income families and seniors through its Public Housing and Section 8 Housing Choice Voucher Programs.

In accordance with applicable Federal and State of New Jersey requirements, the Housing Authority is currently accepting proposals for **Professional Architectural and Engineering Services**.

It is the Housing Authority’s desire to retain and employ the services of a qualified individual or firm to provide the Housing Authority with Professional Architectural and Engineering Services as directed by the Executive Director. The term of the contract shall be for one (1) year, with an option to extend for the life of any projects that have commenced during that one (1) year term. All services must be provided in accordance with the existing rules, orders, directives, and regulations promulgated by the United States Department of Housing and Urban Development (“HUD”), as well as all applicable state and federal laws.

## 2. SCOPE OF SERVICES

The successful respondent shall be required to provide full professional architectural and engineering services for the Projects identified above. The Scope of Services for each Project shall include, but not be limited to, the following:

- (a) Field investigation:
  - a. Location and evaluation of existing documentation;
  - b. Documentation and evaluation of existing field conditions;
  - c. Interviews with Housing Authority personnel, as necessary; and
  - d. Meeting with Housing Authority personnel, tenants, local officials and other regulatory personnel, as necessary;
- (b) Develop independent construction cost estimates;
- (c) Obtain prevailing wage rate decisions from the United States Department of Labor and/or the United States Department of Housing and Urban Development, as necessary;
- (d) Prepare construction bid package (i.e. bid specifications and drawings);
- (e) Obtain Housing Authority approval of bid package prior to issuance for bid;
- (f) Prepare invitations for bids and coordinate with the Housing Authority to ensure proper public advertisement of each bid;
- (g) Distribute bid packages to all interested parties;
- (h) Respond to any inquiries from prospective bidders during the bidding period and, if necessary, prepare and distribute addenda to the bid package to all prospective bidders;

- (i) Attend public bid opening and review all bids received;
- (j) Provide the Housing Authority with a bid tabulation and a recommendation for award of the contract;
- (k) Organize and conduct pre-construction meeting;
- (l) Prepare and distribute the minutes of the pre-construction meeting;
- (m) Review shop drawings and other submittals;
- (n) Oversee performance of successful bidder;
- (o) Conduct an adequate number of site visits to appropriately supervise the successful bidder in accordance with prevailing architectural and engineering standards;
- (p) Prepare report of each site visit conducted;
- (q) Conduct periodic employee interviews with the successful bidder to insure compliance with prevailing wage requirements;
- (r) Process all paperwork from the successful bidder, including but not limited to:
  - a. Insurance certifications;
  - b. Bonding documentation;
  - c. Subcontractor listings;
  - d. Project schedules;
  - e. Affirmative action plans; and
  - f. Wage rate and payroll records.
- (s) Review, verify, and approve the successful bidder's cost breakdowns;
- (t) Formulate, process, and administer any change orders;
- (u) Prepare final punch list;
- (v) Conduct final inspection to verify completion of punch list items;
- (w) Process all close-out documentation;
- (x) Certify to the Housing Authority that the successful bidder completed all work in accordance with applicable legal requirements;
- (y) Review the successful bidder's requests for payment and issue certifications for payment to the Housing Authority representing that the work has progressed to the point indicated by the successful bidder and that the work has been completed in accordance with all requirements imposed by the bid specifications;
- (z) Certify to the Housing Authority that the Project is substantially completed;
  - (aa) Conduct one-year warranty follow-up inspection; and
  - (bb) Issue report regarding one-year warranty follow up inspection.

### 3. QUALIFICATIONS

In addition to the ability to perform all of the above, all respondents shall meet the following minimum requirements:

- A. Must be licensed to provide professional architectural and engineering services in the State of New Jersey.
- B. Has the capability to provide the full scope of services described herein.
- C. Has a broad and practical knowledge of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) and Federal procurement regulations (2 C.F.R. Part 200).
- D. Has experience in providing professional architectural and engineering services to other public housing authorities in the State of New Jersey.
- E. Has never, at any time, been suspended, debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban Development, the Department of Justice, the General Services Administration, the Internal Revenue Service, or any other federal agency or the Federal Government, and/or the New Jersey Department of Labor or any other state agency or the State of New Jersey.

Failure to meet any of the foregoing qualifications is considered a material defect and shall result in the disqualification of the Respondent.

### 4. SUBMISSION OF PROPOSALS

All Proposals must be sealed and received by the GHA (via mail, courier service such as Fed Ex or UPS, or hand-delivery only) no later than \_\_\_\_\_ on \_\_\_\_\_ at the following address:

Mr. Carl S. Czaplicki, Jr.  
Executive Director  
Guttenberg Housing Authority  
6900 Broadway, Guttenberg, NJ 07093

The sealed envelope must be marked "Proposals for Professional Architectural and Engineering Services".

### 5. PROPOSAL REQUIREMENTS

- A. Proposals shall be submitted on the company letterhead, and signed by the owner or an executive officer of the firm.
- B. **Executive Summary-** Provide a brief non-technical overview of the Respondent's business including the range of services offered. Respondents should demonstrate how

and why their services meet the Housing Authority's needs and qualification requirements.

- C. **Company Profile-** Provide a history of the business and a biography of all key personnel who would be handling Housing Authority matters. This should include a narrative identifying any public housing authorities that the firm has provided professional architectural and engineering services to over the past ten (10) years.
- D. **Professional Services-** Describe in detail each aspect of the professional architectural and engineering services proposed and the firm's specialized knowledge and experience with each such service.
- E. **References-** Respondents are required to submit a minimum of three (3) housing authority references.
- F. **Proposed Costs-** Respondents must provide a schedule of hourly rates for all categories of staff (architects, engineers, project managers, etc.) who will be assigned to perform services for the Housing Authority if a contract is awarded; and other charges, if any, must be specified. In addition, Respondents must, for each identified Project, provide a not-to-exceed amount to complete all services with a breakdown by phase as follows: 1) Field Investigation and Design Phase; 2) Bidding Phase; 3) Construction Oversight Phase; and 4) Miscellaneous Reimbursable expenses.
- G. **Required Documentation-** Each respondent shall execute and submit the following documents as part of their formal proposal:
  - a) One (1) Original and One (1) Copy of Proposal
  - b) HUD-5369C – Certification and Representations of Offerors
  - c) Certification Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - d) Non-Collusion Affidavit
  - e) Statement of Corporate Ownership
  - f) Affirmative Action Compliance Notice
  - g) New Jersey Business Registration Certificate
  - h) Certificate of Insurance
  - i) Declaration Page for Professional Liability Insurance
  - j) Certificate of Authorization to provide professional engineering services in the State of New Jersey
  - k) Certificate of Authorization to provide professional architectural services in the State of New Jersey
  - l) Completed Proposal Document Checklist

**Failure to provide any of the above documentation at the time of submission may be considered a fatal defect warranting rejection of the proposal.**

## **6. PROPOSAL REVIEW**

A. All proposals will be reviewed in accordance with the Housing Authority’s evaluation criteria, which are as follows:

<b>Evaluation Criteria</b>	<b>Weighting (Maximum Points)</b>
Experience providing professional architectural and engineering services to New Jersey public housing authorities	30
Experience providing professional architectural and engineering services generally	20
Knowledge of the New Jersey Local Public Contracts Law and Federal procurement regulations	20
Capability to provide the full scope of requested services	10
Reasonableness of proposed fee(s)	20
<b>TOTAL</b>	<b>100</b>

B. The Housing Authority reserves the right to waive any informality and to reject any and all proposals. No Proposal may be withdrawn for sixty (60) days after the due date. Proposals may be withdrawn prior to the due date either in person or by mail.

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

The contractor and the Housing Authority of the Town of Guttenberg, (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. *SI21 01* 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 there unto, 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.

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)**  
**Goods, Professional Service and General Service 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.



The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

# NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of \_\_\_\_\_

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 entity making this Proposal for the bid  
entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

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 Housing Authority of the Town of Guttenberg relies upon the truth of the statements contained in said Proposal 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)

# STATEMENT OF CORPORATE OWNERSHIP

**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 Company   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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

% of Ownership: \_\_\_\_\_

% of Ownership: \_\_\_\_\_

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

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

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)  
(Corporate Seal)

My Commission expires:

**CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

State of New Jersey  
County of \_\_\_\_\_

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:

\_\_\_\_\_ and/or its principals have never, at any time, been  
suspended,

(name of firm)

debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban  
Development, the Department of Justice, the General Services Administration, the Internal  
Revenue Service, or any other federal agency or the Federal Government, and/or the New Jersey  
Department of Labor or any other state agency or the State of New Jersey.

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)

**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. 17:27-1 et seq.

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 and 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 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 successor vendor(s) must submit the copies of the AA 302 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 vender.

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. 17:27.1 et seq. 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. 17:27-1, et seq.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## PROPOSAL DOCUMENT CHECKLIST

Submission Requirement	Initial
An Original and One Copy of Entire Proposal	
Support for Qualifications	
Support for Evaluation Factors	
Statement of Corporate Ownership	
Non-Collusion Affidavit	
Certification Regarding Non-Debarment	
Form HUD-5369-C	
Affirmative Action Compliance Notice and Documentation	
State of New Jersey Business Registration Certificate	
State of New Jersey Certificate of Authorization for Architectural Services	
State of New Jersey Certificate of Authorization for Engineering Services	
Certificate of Insurance	
Declaration Page for Professional Liability Insurance	

**HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG**

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND  
ENGINEERING SERVICES**

**THIS AGREEMENT** made on \_\_\_\_\_, by and between \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ (hereinafter called the “ENGINEER”) and the **HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG**, a public body corporate and politic organized and existing pursuant to the Code of Federal Regulations, the Department of Housing and Urban Development (“HUD”), and the laws of the State of New Jersey, with an office at 6900 Broadway, Guttenberg, NJ 07093 (hereinafter called the “HOUSING AUTHORITY”).

**WHEREAS**, the Housing Authority has determined that it is in need of professional architectural and engineering services; and

**WHEREAS**, in accordance with both state and federal procurement regulations, the Housing Authority issued a Request for Proposals for architectural and engineering services;

**WHEREAS**, the Housing Authority received proposals from \_\_\_\_\_ firms by the published deadline of \_\_\_\_\_;

**WHEREAS**, the Housing Authority has determined that the proposal submitted by \_\_\_\_\_ for professional architectural and engineering services is the most advantageous to the Housing Authority, price and other factors considered; and

**WHEREAS**, both the Housing Authority and the Engineer desire to enter into this Agreement for the Engineer to provide professional architectural and engineering services;

**WHEREAS**, the Housing Authority and Engineer shall comply with all statutes, rules, regulations, and orders of HUD, the State of New Jersey and the Town of Guttenberg applicable to the Project, which are deemed incorporated herein by reference;

**WITNESSETH**, that the Engineer and the Housing Authority, for the consideration stated herein, agree as follows:

**ARTICLE 1. DEFINITIONS**

As used herein, the following terms shall have the meaning set forth as follows:

**SECTION 1.01 “AGREEMENT DOCUMENTS”** shall mean, this Agreement, collectively with all associated addenda and attachments, the Engineer’s Proposal dated \_\_\_\_\_, and all other attachments.

**SECTION 1.02 “CONTRACT DATE”** shall mean the date on which this Agreement is effective, which shall be the date set forth above.

**SECTION 1.03 “ENGINEER”** shall mean \_\_\_\_\_ and its permitted successors and assigns.

**SECTION 1.04 “ENGINEER’S PROPOSAL”** shall mean the proposal for the Project issued by the Engineer dated \_\_\_\_\_ and any amendment thereto approved and accepted by the Housing Authority.

**SECTION 1.05 “DELIVERABLES”** shall mean all work product of any nature submitted by the Engineer to the Housing Authority for review and approval pursuant to the terms of this Agreement.

**SECTION 1.06 “CHANGE ORDER” or “EXTRA SERVICES” or “ADDITIONAL SERVICES”** shall mean any services resulting in additions or deletions or modifications to the amount, type or value of the Services as required in this Contract, as directed and/or approved by the Housing Authority.

**SECTION 1.07 “SUBCONTRACTOR”** shall mean any person, entity, firm or corporation, other than the employees of the Engineer, who furnishes labor and/or materials in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Engineer.

**SECTION 1.08 “OWNER” or “HOUSING AUTHORITY”** shall mean and refer to the Housing Authority of the Town of Guttenberg.

**SECTION 1.09 “EXECUTIVE DIRECTOR”** shall mean and refer to the Executive Director of the Housing Authority, which is currently Carl S. Czaplicki Jr.

**SECTION 1.10 “HUD”** shall mean and refer to the United States Department of Housing and Urban Development.

**SECTION 1.11 “PROJECT”** shall mean and refer to the projects specified in the Request for Proposals issued by the Housing Authority and any other professional service needs that arise within one year of the Contract Date.

**SECTION 1.12 “PROJECT CONTRACTORS”** shall mean the successful bidders for the performance of the Project services.

## **ARTICLE 2. ORDER OF PRECEDENCE**

In the event of any conflict in the interpretation of any clause of this Agreement or the Engineer’s Proposal, the interpretation of such clause shall be construed giving precedence to the same in the following order: 1) this Agreement, and 2) the Engineer’s Proposal.

## **ARTICLE 3. ENGINEER’S RESPONSIBILITIES AND SCOPE OF SERVICES**

**SECTION 3.01** Throughout the term of this Agreement, the Engineer shall provide the Services set forth in the Engineer’s Proposal and/or as described in Section 3.02 herein. The Engineer shall render full and prompt cooperation with the Housing Authority in all aspects of the Services performed hereunder.

**SECTION 3.02** Generally, the Engineer shall be required to provide full professional architectural and engineering services for each aspect of the Project identified above. The Scope of Services shall include, but not be limited to, the following:

- (a) Field investigation:
  - a. Location and evaluation of existing documentation;
  - b. Documentation and evaluation of existing field conditions;
  - c. Interviews with Housing Authority personnel, as necessary; and



- d. Meeting with Housing Authority personnel, tenants, local officials and other regulatory personnel, as necessary;
- (b) Develop independent construction cost estimates;
- (c) Obtain prevailing wage rate decisions from the United States Department of Labor and/or the United States Department of Housing and Urban Development, as necessary;
- (d) Prepare construction bid package (i.e. bid specifications and drawings);
- (e) Obtain Housing Authority approval of bid package prior to issuance for bid;
- (f) Prepare invitations for bids and coordinate with the Housing Authority to ensure proper public advertisement of each bid;
- (g) Distribute bid packages to all interested parties;
- (h) Respond to any inquiries from prospective bidders during the bidding period and, if necessary, prepare and distribute addenda to the bid package to all prospective bidders;
- (i) Attend public bid opening and review all bids received;
- (j) Provide the Housing Authority with a bid tabulation and a recommendation for award of the contract;
- (k) Organize and conduct pre-construction meeting;
- (l) Prepare and distribute the minutes of the pre-construction meeting;
- (m) Review shop drawings and other submittals;
- (n) Oversee performance of successful bidder;
- (o) Conduct an adequate number of site visits to appropriately supervise the successful bidder in accordance with prevailing architectural and engineering standards;
- (p) Prepare report of each site visit conducted;
- (q) Conduct periodic employee interviews with the successful bidder to insure compliance with prevailing wage requirements;
- (r) Process all paperwork from the successful bidder, including but not limited to:
  - a. Insurance certifications;
  - b. Bonding documentation;
  - c. Subcontractor listings;
  - d. Project schedules;
  - e. Affirmative action plans; and
  - f. Wage rate and payroll records.
- (s) Review, verify, and approve the successful bidder's cost breakdowns;
- (t) Formulate, process, and administer any change orders;
- (u) Prepare final punch list;
- (v) Conduct final inspection to verify completion of punch list items;

- (w) Process all close-out documentation;
- (x) Certify to the Housing Authority that the successful bidder completed all work in accordance with applicable legal requirements;
- (y) Review the successful bidder's requests for payment and issue certifications for payment to the Housing Authority representing that the work has progressed to the point indicated by the successful bidder and that the work has been completed in accordance with all requirements imposed by the bid specifications;
- (z) Certify to the Housing Authority that the Project is substantially completed;
  - (aa) Conduct one-year warranty follow-up inspection; and
  - (bb) Issue report regarding one-year warranty follow up inspection.

**SECTION 3.03** The Engineer shall furnish all of the Services that are necessary for the completion of this Agreement. All Services shall be accomplished at the direction of and to the satisfaction of the Housing Authority

**SECTION 3.04** The Engineer acknowledges that the Housing Authority shall be responsible for making all policy decisions concerning the proposed developments and financing regarding the Services to be performed hereunder. The extent and character of the Services to be performed by the Engineer shall be subject to the general control and approval of the Executive Director or his authorized representative(s). The Engineer shall not comply with requests and/or orders issued by anyone else. The Engineer agrees to provide input on policy issues in the form of recommendations. The Engineer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Housing Authority. The Engineer agrees to act in an expeditious and fiscally sound manner in providing the Housing Authority with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 4. BIDDING REQUIREMENTS**

**SECTION 4.01.** Project services shall be procured through an invitation for bids prepared by the Engineer and publicly advertised by the Housing Authority. The invitation for bids shall include, but is not limited to, the following information:

- (a) Identity of Owner;
- (b) Identity of Engineer;
- (c) Instructions for obtaining a copy of the bid specifications;
- (d) Instructions for the submission of a bid, including but not limited to the deadline for submission of a bid;
- (e) Statement: "No bid shall be withdrawn for a period of sixty (60) days following the bid submission deadline."
- (f) Statement: "The Housing Authority reserves the right to reject any and all bids and/or to waive any informality in the bidding."

**SECTION 4.02 OWNER APPROVAL REQUIRED.** The Engineer is prohibited from issuing the bid specifications, the invitation for bids, or any other materials related to the Project without the prior approval of the Housing Authority's Executive Director and General Counsel.

**SECTION 4.03 INSURANCE REQUIREMENTS.** The bid specifications shall require the successful bidder to obtain and maintain throughout the term of its agreement with the Housing Authority the following insurance coverages:

- (a) Worker's Compensation Insurance: all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker's Compensation laws;
- (b) Automobile Liability Insurance: must cover all owned, non-owned, and hired vehicles used in connection with the agreement in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage;
- (c) Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000 per occurrence or \$2,000,000 aggregate, with a deductible per claim not to exceed \$10,000. The property and casualty section must specifically identify the Housing Authority's property as being covered by the Policy.

In addition, the bid specifications must require the successful bidder to provide the Housing Authority with Certificate(s) of Insurance naming the Housing Authority as an additional insured within seven (7) days of the contract award. The Housing Authority shall be notified at least thirty (30) days prior to cancellation or any coverage change.

**SECTION 4.04 CONTRACT REQUIREMENTS.** The bid specifications must contain the contract to be executed between the Housing Authority and the successful bidder and require the successful bidder to execute the contract within seven (7) days of the contract award. This contract shall be prepared and provided by the Housing Authority's General Counsel and no other contracts shall be utilized by the Engineer.

**SECTION 4.05 AWARD RECOMMENDATION.** The Engineer's recommendations for the award of contracts shall identify the lowest responsive and responsible bidder.

**SECTION 4.06 CONTRACT AWARD.** No contract award shall be made without the prior approval of the Housing Authority's Board of Commissioners.

**SECTION 4.07 BREACH.** The Engineer's failure to comply with any provision of Article 4 shall be deemed a material breach of this Agreement, which shall constitute an event of default by the Engineer as further detailed in Article 17.

## **ARTICLE 5. CHANGE ORDERS**

The Engineer is prohibited from approving any Change Order for the Project, including, but not limited to, those involving an adjustment in the compensation due to the Project Contractor or an extension of time for the performance of any required services, without the prior written approval of the Housing Authority's Executive Director and General Counsel.

Consideration for the approval of a Change Order shall only be given by the Housing Authority if: 1) it is for a circumstance or issue which was unforeseen at the time the Project contract was awarded; 2) it is promptly reported by the Engineer to the Housing Authority; 3) it is

recommended in writing by the Engineer as necessary for the proper completion of the Project; and 4) it is approved in writing by the Housing Authority's Executive Director and General Counsel. In no event shall any work be performed by either the Engineer or the Project Contractor which would necessitate a Change Order, prior to the Engineer's receipt of the written approval of the Housing Authority's Executive Director and General Counsel as detailed herein.

**ARTICLE 6. CONTRACT TERM**

This Agreement shall be effective on the Contract Date and shall terminate, if not otherwise terminated pursuant to the termination provisions set forth hereinbelow, upon completion of all projects commenced within one year of that date.

**ARTICLE 7. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when sent by registered or certified Mail, with return receipt requested, or by overnight courier service, or hand delivery; in any case addressed as follows:

Owner:                   Housing Authority of the Town of Guttenberg  
6900 Broadway  
Guttenberg, New Jersey 07093  
Attention: Executive Director Carl S. Czaplicki Jr.  
  
Manfredi & Pellechio (General Counsel)  
P.O. Box 459  
Colts Neck, New Jersey 07722  
Attention: Joseph A. Manfredi, Esq.

Engineer:               \_\_\_\_\_

                              \_\_\_\_\_

                              \_\_\_\_\_

                              Attention: \_\_\_\_\_

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party.

**ARTICLE 8. COMPENSATION**

The Engineer's compensation for the Services provided according to the terms of this Agreement shall not exceed the amount of \_\_\_\_\_ (\$\_\_\_\_\_), plus reimbursables. The Engineer shall submit monthly invoices for this Project indicating: 1) all services performed on the Project; and 2) the total amount billed for compensation due under this Agreement. The invoices shall be reviewed for payment approval by the Housing Authority's Executive Director.

**ARTICLE 9. INVOICING AND PAYMENT**

The Engineer shall submit monthly invoices to the Housing Authority as per Article 8. All invoices will be paid within thirty (30) days by the Housing Authority unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Engineer shall provide complete cooperation during any such investigation. Invoices and associated documentation of expenses shall be submitted by the Engineer to the Housing Authority at the address herein provided in Article 7.

## **ARTICLE 10. INDEMNIFICATION AND INSURANCE**

**SECTION 10.01** The Engineer shall indemnify and hold harmless the Housing Authority and its Board, Commissioners, officers, directors, employees, and agents from and against any and all claims, suits, actions, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Engineer's performance under this Agreement.

**SECTION 10.02** The Engineer shall obtain and maintain throughout the term of this Agreement Comprehensive General Liability Insurance, Professional Liability Insurance, and other insurances as are required by the Housing Authority in the minimum amounts as set forth below. The Engineer shall provide the Housing Authority with Certificate(s) of Insurance naming the Housing Authority as an additional insured (where applicable). The Housing Authority shall be notified at least thirty (30) days prior to cancellation or any coverage change.

**SECTION 10.03** Prior to the commencement of Services, the Engineer shall furnish the Housing Authority with Certificate(s) of Insurance showing the following insurances are in force and will insure all operations under the Agreement:

- (a) Worker's Compensation Insurance: all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker's Compensation laws;
- (b) Automobile Liability Insurance: must cover all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage;
- (c) Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000 per occurrence or \$2,000,000 aggregate, with a deductible per claim not to exceed \$10,000. The property and casualty section must specifically identify the Housing Authority's property as being covered by the Policy; and
- (d) Professional Liability Insurance: must include but not be limited to errors and omissions and must be in an amount not less than \$1,000,000 per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

## **ARTICLE 11. MANNER OF PERFORMANCE**

**SECTION 11.01** The Engineer shall provide and perform the Services described herein in a competent and professional manner, in accordance with the terms and conditions of this Agreement and prevailing professional architectural and engineering standards. The Housing Authority shall be entitled to a satisfactory performance of all Services and to full and prompt cooperation by the Engineer in all aspects of the Services. At the reasonable request of the

Housing Authority, the Engineer shall promptly remove from the Project any Engineer, employee, Subcontractor, or any other person performing Services hereunder.

**SECTION 11.02** Removal and replacement of any of Engineer's personnel as used in this Article shall not require the termination and/or demotion of such personnel.

**SECTION 11.03** The Engineer agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals to meet the requirements to which reference is hereinafter made. The Engineer agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the Housing Authority, should the Housing Authority make a determination that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirement for such a position.

**SECTION 11.04** The Engineer represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein in a competent and professional manner. The Engineer shall, upon demand, provide the Housing Authority with a copy of the professional licenses of all staff working on the Project.

**SECTION 11.05** The Engineer shall at all times cooperate with the Housing Authority and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

**SECTION 11.06** In the performance of this Agreement, the Engineer shall comply with all provisions of all applicable international, federal, state and local statutes, regulations, ordinances, and codes.

## **ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Engineer is, and shall be, in the performance of its obligations under this Agreement, an independent contractor, and not an employee, agent or servant of the Housing Authority. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Engineer's sole direction, supervision and control.

The Engineer shall exercise control over the means and manner in which it and its employees perform the Services, and in all respects, the Engineer's relationship and the relationship of its employees to the Housing Authority shall be that of an independent contractor and not as employees and agents of the Housing Authority.

The Engineer does not have the power or authority to bind the Housing Authority in any promise, agreement or representation other than as specifically provided for in this Agreement.

## **ARTICLE 13. CONSENT OF HOUSING AUTHORITY REQUIRED FOR ASSIGNMENT**

The Engineer shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same of any part thereof without the prior written consent of the Housing Authority. Any purported assignment without the prior written consent of the Housing Authority shall be void and unenforceable.

## **ARTICLE 14. SUBCONTRACTOR**

The Engineer shall be solely responsible for the performance of this Agreement and the use of a Subcontractor shall not be permitted. Any use of a Subcontractor in violation of this provision shall be deemed a material breach of this Agreement and shall constitute an event of default by the Engineer as further detailed in Article 17.

## **ARTICLE 15. SEVERABILITY**

If this Agreement contains any provision found to be unlawful by a court of competent jurisdiction, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

## **ARTICLE 16. TERMINATION FOR CONVENIENCE**

**SECTION 16.01** The Housing Authority may terminate this Contract, in whole or in part, at the Housing Authority's convenience (hereinafter referred to as a "Termination for Convenience"), by delivering to the Engineer written notice ten (10) business days prior to any effective termination date ("Notice of Termination"). The Notice of Termination shall specify that: 1) the termination is for the convenience of the Housing Authority; 2) the extent of the termination; and 3) the effective date of the termination. In the event of a termination for convenience hereunder, the Housing Authority shall pay the Engineer for its services rendered and costs incurred through to the date of termination.

**SECTION 16.02** Immediately after receipt of a Notice of Termination and except as directed by the Housing Authority, the Engineer shall, regardless of any delay in determining or adjusting amounts due under this clause:

- Stop work as specified in the Notice of Termination;
- Continue the provision of the Services not terminated;
- Take any action directed by the Housing Authority or necessary for the protection or preservation of the property related to this Agreement that is in the possession of the Engineer and in which the Housing Authority has or may acquire an interest;
- Terminate all subcontracts to the extent they relate to the Services that are the subject of the Notice of Termination; and
- As directed by the Housing Authority, transfer title and deliver to the Housing Authority (i) the work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the Housing Authority.

## **ARTICLE 17. TERMINATION BY DEFAULT**

This Agreement may be terminated if there has been a material default in the performance or observance of any term or condition of this Agreement by the Engineer.

**SECTION 17.01 EVENTS OF DEFAULT.** The Engineer's failure to perform any of its obligations under this Agreement, including but not limited to the failure to perform any of the following, shall constitute an event of default:

- 1) Failure to satisfactorily perform any or all of the Scope of Services;
- 2) Discontinuance of the Services by the Engineer without authorization or justification;
- 3) Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning compliance with HUD regulations, insurance and nondiscrimination;
- 4) Suspension from participation in any government programs, which suspension is, for the purposes hereof, defined to include but not be limited to any sanctions imposed by HUD pursuant to 24 CFR Part 24; and
- 5) Any change in ownership or control of Engineer without the prior written consent of the Housing Authority, which shall be granted in the Housing Authority's sole discretion.

**SECTION 17.02** If the Housing Authority considers it to be in its best interests, it may elect not to declare a default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the Housing Authority and that if the Housing Authority elects not to terminate this Agreement as aforesaid, such election shall not constitute a waiver by the Housing Authority of its right to pursue any or all available legal remedies, nor shall Engineer be relieved of any of its responsibilities, duties or obligations under this Agreement.

The remedies specified above are not, nor are they intended to be, the exclusive remedies available to the Housing Authority, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law or in equity. No delay or failure to exercise any right or power accruing upon any event of default shall impair any such right or power, nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE 18. CONFIDENTIALITY**

**SECTION 18.01** All Services performed and provided under this Agreement, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Housing Authority in connection with the Services performed under this Agreement, made or developed by the Engineer or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the Housing Authority holds the proprietary rights, constitutes confidential information ("Confidential Information") and may not, without the prior written consent of the Housing Authority, be used



by the Engineer or its employees, or Subcontractors for any purpose other than for the benefit of the Housing Authority, unless required by law.

**SECTION 18.02**The Engineer shall advise each of its employees and Subcontractors who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Housing Authority in writing if it learns of an unauthorized use or disclosure of the Confidential Information by any of its employees or Subcontractors.

## **ARTICLE 19. ACCESS TO RECORDS**

The Engineer agrees to make available to the Housing Authority, upon demand, all documents and records relating to the performance of this Agreement in Engineers' possession, custody, or control for inspection and copying.

## **ARTICLE 20. DEBARMENT.**

By execution of this Agreement, the Engineer certifies that it is not currently debarred by HUD or any other State or Federal Agency.

## **ARTICLE 21. NONDISCRIMINATION.**

During the performance of this Agreement, the Engineer agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, handicap, marital status, age, national origin or status as a veteran of the United States military, and to take affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such affirmative action shall be taken with reference to, but not limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

## **ARTICLE 22. PREVAILING LAW/JURISDICTION.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to choice of law principles. Any and all disputes arising out of or related to this Agreement or the Services provided by the Engineer hereunder must be brought in the Superior Court of New Jersey, Hudson County.

## **ARTICLE 23. CHANGES & MODIFICATIONS.**

This Agreement may not be modified except in writing executed by each of the parties hereto.

**ARTICLE 24. INTEREST OF ENGINEER, THEIR OFFICERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS.**

The Engineer represents that the Engineer does not presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Agreement.

**ARTICLE 25. LOBBYING CERTIFICATIONS.**

The Engineer certifies, to the best of its knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with awarding of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, the Engineer will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**ARTICLE 26. MISCELLANEOUS PROVISIONS.**

**SECTION 26.01 DELAYS.** Information required by the Engineer must be provided by the Housing Authority in a timely fashion. The Housing Authority shall use its best efforts to ensure that staff is available to meet in person with the Engineer or exchange information by telephone or letter. The Engineer is not responsible for delays in performance caused by (i) the Housing Authority's failure to act in a timely fashion or (ii) the failure to act of any agency or instrumentality of federal, state or local government, including but not limited to HUD, or any other non-governmental third parties that may be involved in completing, accepting, reviewing, or commenting on the Services.

**SECTION 26.02 POLITICAL ACTIVITY PROHIBITED.** None of the Services to be provided by the Engineer shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

**SECTION 26.03 PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.** All customized written materials, including without limitation, reports, manuals, pamphlets, forms, and articles prepared under this Contract, shall be the property of the Housing Authority and shall appropriately designate the Housing Authority as the owner. No customized material prepared in whole or in part under this Contract shall be subject to copyright in the United States of America or in any other country. The Housing Authority shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, or other customized materials prepared under this Agreement.

**SECTION 26.04 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

**SECTION 26.05 AGREEMENT DOCUMENTS.** For the purposes hereof, the Agreement shall consist of this Agreement and the Engineer's Proposal, which together constitute the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

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

**Housing Authority of the Town of Guttenberg**

Dated:

\_\_\_\_\_  
Carl S. Czaplicki Jr.  
Executive Director

**(A/E Firm)**

Dated:

\_\_\_\_\_  
(name)  
(title)