

**Request For Qualifications**  
**General Contractors for the**  
**Homeowner Reconstruction, Rehabilitation,**  
**Elevation and Mitigation Program**  
**In conjunction with**  
**THE STATE OF NEW JERSEY**  
**DEPARTMENT OF COMMUNITY AFFAIRS**

**Release Date: August 19, 2013**

**Deadline for Submission: September 4,2013, at 3:00 P.M. Eastern Time**

**FINAL REQUEST FOR QUALIFICATIONS (NO 3).**

**A copy of this Solicitation may be obtained by either of the following methods:**

1. Retrieve this document from the State of New Jersey Department of Community Affairs at: <http://www.state.nj.us/dca/> or at the New Jersey Association of Builders Website at <http://njba.org/sandy/index.php> **YOU ARE RESPONSIBLE FOR CHECKING THE WEB SITE FOR ANY AMENDMENTS OR ADDENDA.**
2. **INTERESTED PARTIES HAVE UNTIL SEPTEMBER 4, 2013 TO RESPOND. QUESTIONS REGARDING THE RFQ ARE DUE ON AUGUST 26, 2013 AND RESPONSES WILL BE DELIVERED ON AUGUST 29, 2013.**
3. **THE FINAL (THIRD) QUALIFIED CONTRACTOR POOL WILL BE RELEASED ON SEPTEMBER 17, 2013.**

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## **ARTICLE I: EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY**

### **1.1 EXECUTIVE SUMMARY**

The New Jersey Superstorm Sandy Rehabilitation, Reconstruction, Elevation and Mitigation (the “RREM”) Program Managers invites responses to the Request for Qualifications (RFQ) from Construction Contractors to provide construction services for rehabilitation, reconstruction and/or elevation and mitigation of residential structures in compliance with all applicable local, Federal, and State statutory requirements with special attention paid to requirements for grants under the United States Department of Housing and Urban Development (“HUD”) disaster recovery grant program for Superstorm Sandy as designated in the Disaster Relief Appropriations Act of 2013 (Public Law 113-2, approved January 29, 2013 (the ”Act”) through HUD Grant B-13-DS-34-0001.

Construction projects could include single family residential structures comprised of 4 units or less (manufactured housing is eligible for replacement only). The RREM intends to prequalify General Contractors to participate in the Qualified Contractor Pool. All residential General Contractors who respond and qualify to the RFQ will be considered in the pool.

The RREM Program Managers will assign projects to General Contractors within the Qualified Contractor Pool based upon capacity, capability, and performance and limitations placed by the Respondents themselves (elevation only, modular only, one county). General Contractors who respond to this RFQ must have the ability to mobilize within 30 days or less to complete assigned projects that may be potential hazards to public welfare and safety.

Respondents selected under this Solicitation must indicate their areas of work preference for all counties or individual counties as desired in **Exhibit D**. Respondents must execute **Exhibit A**, *Affirmations and Solicitation Acceptance*, and **Exhibit B**, *Federal Affirmations*, of this Solicitation and complete other items listed on the submission checklist to be considered under this solicitation.

### **1.2 DEFINITIONS**

“**Addendum**” means a written clarification or revision to the RFQ issued by RREM.

“**A/E**” means the RREM’s Architect/Engineer, or Program Manager - URS Corporation, CB&I/Shaw Environmental, Inc., and Gilbane Building Company.

“**Affiliate**” means any individual or entity that directly or indirectly, is in control of, is controlled by, or is under common control with, Respondent. Respondent shall be deemed to control another entity if either possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, membership interests, by contract, or otherwise.

“**CDBG**” means Community Development Block Grant Program.

“**COB**” means close of business.

“**Contract Documents**” means all documents that govern this Solicitation and any resulting contract, including, without limitation: the Policy and Procedures Manual, this RFQ, any specifications and drawings, the Uniform General & Supplementary Conditions, Owner’s Special Conditions, and all bonds and insurance.

“**DR**” means the DCA Disaster Recovery RREM program.

“**Elevation**” means elevating a house according to the current recommended flood areas plus 1 foot.

“**General Contractor**” means the Respondent’s firm, construction company, joint venture, or other business arrangement that is pre-qualified for the Qualified Contractor Pool under the terms of this RFQ.

“**General Work Order**” means specific, written authorization to perform the task(s) listed therein.

“**RREM**” means the State of New Jersey Homeowner Rehabilitation, Reconstruction Elevation and Mitigation Program.

“**HUB**” means Historically Underutilized Business.

“**HUD**” means the United States Department of Housing and Urban Development.

“**Mitigation**” means strengthening houses to withstand future natural disasters.

“**Notice to Proceed or NTP**” means written notice provided by the RREM to begin construction of the Project.

“**Non-Profits**” means organizations that are registered in New Jersey that have that have housing as part of their not-for-profit mission statements—especially affordable housing. These can include recognized Community Housing Development Organizations (CHDOs), organizations like Habitat for Humanity affiliates, or faith based organizations.

“**OSHA**” means the Occupational Safety and Health Administration; [www.OSHA.gov](http://www.OSHA.gov).

“**PDF**” means Portable Document Format.

“**Program Managers**” means separately and together URS, Inc., CB&I/Shaw Environmental, Inc., and Gilbane Building Company.

“**Project**” means the reconstruction or rehabilitation of a specified residential structure for the HUD disaster recovery grant program for Superstorm Sandy.

“**Policy and Procedures Manual**” means the Policy and Procedures Manual developed by the RREM that contains among other items the bidding documents and technical specifications.

“**Reconstruction**” means replacing a home that cannot be repaired for under 75% of pre-storm value.

“**Rehabilitation**” means repairing existing damaged homes where the cost to repair damages does not exceed 75% of the pre-storm value.

“**Respondent**” means the entity responding to this solicitation for qualifications.

“RFQ” means Request for Qualifications.

“Sample General Terms and Conditions” means the sample contract attached hereto as **Exhibit C**.

“Section 3” means that portion of the Section 3 of the HUD Act of 1968 related to the hiring of populations with income of less than 80% Area Median Family income (AMFI)(for purposes of this grant) to perform work on contracts that use Federal funds. The State of New Jersey has adopted a Section 3 Policy that is available on the DCA website. The term greatest extent feasible means that General Contractor will make substantial efforts to comply with the regulatory requirements of Section 3.

“Solicitation” means this RFQ.

“Solicitation Response” means the Respondent’s entire response to this Solicitation, including all documents requested in Sections III and V.

“SOQ” means Statement of Qualifications.

“State” means the State of New Jersey Department of Community Affairs and any state agency identified in this Solicitation, its officers, employees, or authorized agents.

“New Jersey Code Construction Requirements” means Uniform Construction Code.

“Uniform General Conditions” means the RREM governing contractual terms and conditions as amended in the Project Manual.

“UFAS” means the Uniform Federal Accessibility Standards under 48 FR 31528 in accordance with the Architectural Barriers Act, 42 U.S.C. 4151-4157.

“Zone 1” means specified properties located in Atlantic County.

“Zone 2” means specified properties located in Bergen County.

“Zone 3” means specified properties located in Cape May County.

“Zone 4” means specified properties in Essex County.

“Zone 5” means specified properties in Hudson County

“Zone 6” means specified properties in Middlesex County.

“Zone 7” means specified properties in Monmouth County.

“Zone 8” means specified properties in Ocean County.

“Zone 9” means specified properties in Union County.

### **1.3 AUTHORITY**

The RREM Program Managers are soliciting the services listed herein under the terms and conditions of the RFQ for RREM General Contractors to be included in Qualified Contractor Pool. The authority comes from the Scope of Work and Contracts issued in accordance with the

solicitation for RREM coordinators solicited by the New Jersey Department of Community Affairs.

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## ARTICLE II: SCOPE OF WORK

### **2.1 SCOPE OF SERVICES REQUESTED**

The RREM intends to prequalify General Contractors to participate in the Qualified Contractor Pool. All residential General Contractors who respond and meet the minimum qualifications for the RFQ will be considered in the pool for the work requested under this RFQ. The Qualified Pool Participants will be assigned or awarded residential structure Projects for specific properties at the sole discretion of the RREM. Respondent(s) may elect to provide services on some or all of the Zones specified in Section 1.2 of this RFQ, but preference may be made to Respondents that can provide services in all Zones. Modular Builders and Not-for-Profit Organizations who have housing as an element of the tax exempt status are eligible for participation in this RFQ. Manufactured Housing Unit contractors may also be prequalified through this solicitation for the replacement of damaged Manufactured Housing units. The selected Respondent(s) shall be bound to specific terms and conditions substantially similar to those found in **Exhibit C**, the Sample Homeowner Contractor Construction Agreement.

#### **2.1.1 Rehabilitation Scope of Work**

It is anticipated that homes eligible for rehabilitation will require an array of repairs up to and including major repairs. (Manufactured Homes are not eligible for rehabilitation). The scope of work for each repaired structure will vary but may include (although not be limited to) the following:

- Coordination with property owner;
- Obtaining all necessary state and local building permits and zoning and planning official approvals including any necessary plot plans required for the construction on the proposed site in addition to the provided land survey plan, but prior to the commencement of the work for each structure;
- Demolition of damaged interior and exterior materials; foundation leveling, repair, and/or elevation; and structural damage repair;
- Certification for work disturbing lead-based paint is required under the US EPA's Renovation, Repair and Painting rules.
- Building envelope repair, including roof repair or replacement and attendant damage; door and window replacement; and siding /veneer repair or replacement;
- Mechanical (HVAC), electrical, and plumbing systems repair or replacement;
- Dry wall repair or replacement; rough and trim carpentry;
- Surface preparation (including mold mitigation/disinfection) and painting; flooring repair or replacement;
- Cabinet and appliance replacement; lead based paint mitigation;



- Specialty construction elements associated with historic properties, including coordination with New Jersey Historic Commission and local historic districts and stakeholders in other jurisdictions;
- Wind mitigation and retrofitting measures (if necessary); special needs accessibility requirements; and
- Project close-outs including obtaining certificate(s) of occupancy from applicable state and local authorities.
- Special needs accessibility requirements.
- Warranty Binder from the state or a recognized company for all equipment and systems installed in addition to minimum warranties of general contractor and its sub-contractors.
- Asbestos containing material mitigation, if necessary;
- Any remediation identified by RREM in DEP Tier II review report
- Exterior site items including utility services, laterals, trenching, coordination of meters

### **2.1.2 Reconstruction Scope of Work**

In certain cases, property owners may only be eligible for the complete reconstruction of their home substantially on their existing property. The scope of work for each reconstructed or newly constructed structure will vary but may include (although not be limited to) the following:

- Obtaining all necessary state and local permits and approvals after the land use permits are acquired, but prior to the commencement of the work for each structure;
- Coordination with property owner; utility disconnection and deactivation; and demolition of existing structure;
- Debris removal in accordance with all Federal, State, and local requirements, including the disposal of potential asbestos containing materials;
- Asbestos containing material mitigation, if necessary;
- Site preparation; and
- Construction of new residential structures including 2, 3, and 4 bedroom floor plans in accordance with all applicable local and state codes and standards.
- Specialty construction elements associated with historic properties, including coordination with the State Historic Preservation and stakeholders in other jurisdictions;
- Wind mitigation and retrofitting measures (if necessary); and
- Special needs accessibility requirements.
- Warranty Binder for all equipment and systems installed in addition to minimum one year warranties of general contractor and its sub-contractors.
- Asbestos containing material mitigation, if necessary;

- Any remediation identified by RREM in DEP Tier II review report
- Exterior site items including utility services, laterals, trenching, coordination of meters

### **2.1.3 Elevation**

In certain cases, the property owners may need elevation of their existing damaged home. In this case the contractor will be required to ensure that all FEMA, state and local building and zoning requirements are met.

### **2.1.4 Other Scope Requirements**

- 2.1.4.1 Provide professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work issued by RREM Contractor for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met, specifically the New Jersey Code Construction Requirements;
- 2.1.4.2 Comply with all State and Federal laws, regulations, and guidelines to include compliance with HUD Community Development Block Grant disaster laws, regulations, and guidelines (e.g., Section 3 and Green Build/Energy Star), if applicable;
- 2.1.4.3 Provide documentation and tracking of construction progress;
- 2.1.4.4 Meet with individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and RREM Program Manager and to review work upon final inspection. Would include any potential owner-financed upgrades;
- 2.1.4.5 Meet RREM's 90-day work completion requirement from the Notice to Proceed; and
- 2.1.4.6 Meet or exceed the Section 3 requirements included herein and in accordance with the Program Guidelines and report on Section 3 results as requested by RREM Program Managers.

## **2.2 CONTRACT AND TERM**

The RREM intends to prequalify General Contractors to participate in the Qualified Contractor Pool. All residential General Contractors who respond to the RFQ and qualify will be considered in the pool. Any pool designation resulting from this Solicitation shall be valid from the date announced until 24 months after such announcement. Such qualification may be renewed for up to 2 additional fiscal years if funding is available. The selected Provider(s) shall be bound to specific terms and conditions similar to the terms found in the Sample Contract in Exhibit C, the Homeowner and Contractor Construction Agreement. Continued participation by General Contractor is subject to successful completion of homes.

### **2.3 NO GUARANTEE OF VOLUME OR USAGE**

The RREM makes no guarantee of volume or usage under any contract resulting from this Solicitation.

### **2.4 CONTRACTOR AUTHORIZATION**

During the term of any contract assigned or awarded under this Solicitation, the RREM may request General Contractor to perform certain tasks as described above, subject to specific contract with Homeowner. All Homeowner Contractor Construction Agreements shall be in writing, signed by both parties, and shall include a scope of services, a list of tasks to be performed by Provider, a time schedule, a list of deliverables if any, and such other information or special conditions as may be necessary for the work requested. Additionally, contracts will be assigned based on demonstrated capacity to perform, quality of workmanship and products, and timeliness of performance, among other criteria

### **2.5 METHOD OF ASSIGNMENT**

A respondent who is selected under Subsection 2.2 will be eligible to participate in a Qualified Contractor Pool (QCP). When possible, assignments will be made for reconstruction using the program-approved construction plans based on capacity and a rotating system that will be explained to the Qualified Contractor Pool. A pricing structure may be established for Rehabilitation projects, where QCP members may be assigned to applicants or the program may use a bid process for Rehabilitation. On a rotating basis to members of the QCP based on the program-designed scope of work. Modular Only General Contractors may be tied to the home builder. All awards will be based on cost reasonableness for the region of development.

### **2.6 NON-PROFITS**

**Nothing within this Scope of Work is intended to eliminate non-profits with significant homebuilding experience from serving as a General Contractor where appropriate. The Respondent should submit information based on the organization's experience, and include the pricing of plan sets. Although no guarantees can be made, the RREM Program Managers will make every effort to assign construction projects that are consistent with the non-profit's mission.**

**ARTICLE III: ADMINISTRATIVE INFORMATION**

**3.1 SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>DATE/TIME</b>
Posting of Request for Qualifications	August 19, 2013
Mandatory Conferences for Final Round (3) ( <i>must attend one</i> ) Atlantic County/Atlantic City – (City Hall 3rd Floor, Conference Room B1301 Bacharach Blvd Atlantic City, NJ 08401)  Ocean County (Toms River Holiday Inn, 631 Clifton Avenue, Toms River, New Jersey 08753)  Monmouth County (Eatontown Sheraton 6 Industrial Way East Eatontown, NJ 0772)	August 22, 2013/10:00 a.m.  August 22, 2013/3:00 p.m.  August 23, 2013/9:00 a.m.
Deadline for written questions for FINAL Qualified Contractor Pool	August 26, 2013 3:00 p.m. Answered August 29, 2013
<b>Deadline for submission of Request for Qualifications to be considered in the FINAL (3<sup>rd</sup>) Pool</b>	<b>September 4, 2013/ 3:00 p.m. (EDT)</b>
Evaluation Period/ Final (3 <sup>rd</sup> ) Qualified Contractor Pool Announced	September 4, 2013, through September 17, 2013
<b>IT IS NOT ANTICIPATED THAT THERE WILL BE ANOTHER RFQ IN 2013, OR POTENTIALLY IN THE FUTURE UNLESS IT IS DETERMINED THAT THERE IS INSUFFICIENT CAPACITY</b>	

NOTE: These dates represent a tentative schedule of events. The RREM reserves the right to modify these dates at any time upon notice posted in the same location they Request for Qualifications was released.

**INQUIRIES**

**3.1.1 Contact**

All requests, questions, or other communications about this Solicitation shall be made in writing to the email or physical address listed below. Any question received on or before August 26, 2013 at 3:00 p.m., 2013 will be answered by 5:00 p.m. August 29, 2013.

Name: Jim Gilsean  
Address 1255 Broad Street, Suite 201  
City, State, Zip Clifton, NJ 07013-3398

Email [builders@nrrem.com](mailto:builders@nrrem.com)

### 3.1.2 Clarification

The RREM will allow written requests for clarification of this Solicitation. Questions may be e-mailed to the point-of-contact listed in section 3.1.1 above. Respondents' names shall be removed from questions in the responses released. Questions shall be submitted in the format listed below. Submissions that deviate from this format may not be accepted.

- Identifying Solicitation Number;
- Section Number;
- Paragraph Number;
- Page Number;
- Text of passage being questioned; and
- Question.

NOTE: The deadline for submitting questions is noted in Section 3.1 above. Please provide company name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

### 3.1.3 Responses

All accepted questions will result in written responses with copies posted at the same locations the Request for Qualifications was posted. If Respondent does not have Internet access, copies may be obtained through the point-of-contact listed in Section 3.1.1 above. It is Respondent's responsibility to check the websites or contact the point-of-contact for updated responses.

### 3.1.4 Prohibited Communications

On issuance of this Solicitation, except for the written inquires described in Section 3.1.1 above, the RREM, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. **Failure to observe this restriction may disqualify the Respondent.** Respondent shall rely only on written statements issued through or by the RREM's purchasing staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation.

## 3.2 SOLICITATION RESPONSE COMPOSITION

### 3.2.1 Generally

Respondent shall complete and submit nine (9) separate original cost proposals as described in Article VI that includes the RREM's Form 11.17 attached as **Exhibit E**. Respondent must also submit an original Narrative/Technical Proposal marked "ORIGINAL" and nine (9) separate

copies **including all** the documents requested on the *Submission Checklist*. All sections of the document should be tabbed and labeled with all original signed required documents behind one tab.

Failure to meet this condition may result in disqualification of the Response, and Respondent shall receive no further consideration. Respondents will be assumed to have studied the plans and specifications, visited the proposed work site, and understood all existing conditions and measurements. Respondent shall also include in its cost proposal, a bid amount sufficient to cover all work, including, but not limited to, all permits and fees. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Respondents should focus on the instructions and requirements of the cost proposal and the RREM Form 11.17.

Respondent is responsible for all costs related to the preparation of their cost proposal.

### **3.2.2 Submission in Two Distinct Parts**

Responses shall be submitted in two (2) distinct parts - the **Narrative/Technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL RESPONSE **MUST NOT INCLUDE COST AND PRICING INFORMATION**. Further, while technical and cost analysis may be shipped together (i.e., in the same box/envelope), they must be bound or packaged separately, whether “ORIGINAL” or copy.

NOTE: Respondent(s) must additionally provide a pricing-redacted set of cost proposal forms as described in Article VI as part of the Narrative/Technical Proposal.

### **3.2.3 Narrative/Technical Response**

If discrepancies are found among copies of the Solicitation Response, the “ORIGINAL” will be the basis for resolving any discrepancies. If Respondent fails to designate an “ORIGINAL,” the RREM may reject the Solicitation Response. However, the RREM in its sole discretion may select a copy to be used as the original.

### **3.2.4 Solicitation Response Format**

For ease of evaluation, the Solicitation Response shall be presented in a format that corresponds to, and references sections outlined within, this Solicitation and shall be presented in the same order. Responses to each section and subsection shall be labeled clearly to indicate the item being addressed. Exceptions to this will be considered during the evaluation process.

All requested information should be placed behind tabs identifying the information. All required signed affidavits and exhibits should be placed in one section behind a single tab.

### **3.2.5 Page Limit and Supporting Documentation**

Solicitation Responses should not exceed twenty-five (25) pages in length, not including appendices or attachments, and should be formatted as follows: 8 ½” x 11” paper, 12-pitch font size, and single-sided. If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the Solicitation Response, with

specific references made to the tab, page, section, and/or paragraph where the supporting information can be found.

### 3.2.6 Narrative/Technical Response

Respondents must describe clearly, specifically, and as completely as possible, their proposed methodology for achieving the objectives and requirements of this Solicitation, and in conformance with the general requirements in Section 3.2.1 above. Respondents should identify all tasks to be performed, including project activities, materials, and other products, services, and reports to be generated during the contract period and relate them to the stated purposes and specifications described in this Solicitation.

### 3.3 PROPOSAL SUBMISSION AND DELIVERY

#### 3.3.1 Deadline

**Solicitation Responses must be received at the address in Section 3.3.3 and time stamped no later than as specified in Section 3.1.** Respondents may submit their proposal at any time prior to the above stated deadline.

NOTE: A U.S. Postal Service (the “USPS”) postmark or round validation stamp; a mail receipt with the date of mailing stamped by the USPS; a dated shipping label, invoice, or receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp **WILL NOT BE ACCEPTED.**

#### 3.3.2 Labeling

Solicitation Responses shall be placed in a sealed envelope or box and clearly labeled as follows:

**FINAL REQUEST FOR QUALIFICATIONS (NO 3):**

**FINAL POOL (No. 3) RESPONSE DATE:**

**September 4, 2013**

**FOR:**

**RREM**

The RREM will not be held responsible for Solicitation Response envelopes mishandled as a result of being improperly prepared. It is Respondent’s responsibility to mark appropriately and deliver the Solicitation Response to the RREM by the specified date and time.

#### 3.3.3 Delivery

Respondent must deliver Solicitation Responses by one of the methods below. **Facsimile, Email or telephone Proposals will NOT be considered.**

<b>U.S. Postal Service Overnight/Express Mail</b>	<b>Hand Delivery</b>
ATTN: RREM Jim Gilsean, RA 1255 Broad Street, Suite 201 Clifton, NJ 07013-3398	ATTN: RREM Jim Gilsean, RA 1255 Broad Street, Suite 201 Clifton, NJ 07013-3398

United States	United States
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### **3.3.4 Alterations, Modifications, and Withdrawals**

Solicitation Responses may be modified, altered, or withdrawn by written notice, provided such notice is received prior to the opening of the Responses on September 4, 2013.



## **ARTICLE IV: SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS**

### **4.1 EVALUATION CRITERIA**

#### **4.1.1 Minimum Qualifications**

Respondents must meet the minimum qualifications listed below. Furthermore, Solicitation Responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.

- 4.1.1.1 Respondents must have been in business for a minimum of 5 years, or the principals/owners/construction managers must have had ownership/executive management experience in a previous company that provided residential construction services (for purposes of this RFP the collective experience of companies may be used);
  - (a) For modular only builders, commercial building experience with some modular construction will be counted toward the homebuilding experience factor.
  - (b) Modular home builders who wish to be General Contractors should include information on how the modular homes will be finished on site and who will finalize construction.
- 4.1.1.2 Respondents must be financially solvent and adequately capitalized;
- 4.1.1.3 The Respondent must hold a current registration or obtain one prior to assignment, that has been issued by the State of New Jersey in the appropriate category for the work that is being performed if such a registration is required. Respondents will be required to provide registrations provided by other local jurisdictions in which they are assigned work, if applicable;
- 4.1.1.4 Demonstrated ability (through a timeline) to commit to residential rehabilitation, reconstruction, and new construction projects and to carry such projects to completion within 90 days;
- 4.1.1.5 Provide Notice of DPMC Classifications, if any, including GC (C008) GC Alterations and Additions (C009) or other trade the that are approved for their aggregate dollar rating;
- 4.1.1.6 Demonstrated ability (through appropriate certification) or an agreement with a licensed team on lead based paint and asbestos removal and environmental mitigation related to the rehabilitation, reconstruction, and new construction of residential properties;
- 4.1.1.7 Demonstrated financial resources to perform and complete the work and to provide all required warranties; and
- 4.1.1.8 Experience in managing and completing projects of a similar size and complexity.

#### **4.1.2 Other Requirements**

Respondent should indicate that they meet each of the following requirements by providing documentation and/or specific proof of experience and qualifications to carry out each task:

- 4.1.2.1 The work to be performed under a contract awarded pursuant to this Request for Qualifications will utilize funds provided by HUD 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 in the project area and contracts for work in connection with this project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the program.
- 4.1.2.2 Respondent(s) shall commit to make a demonstrated effort to provide subcontract opportunities to locally owned businesses, minority and women-owned businesses enterprises, and low- income residents in the program area
- 4.1.2.3 Respondent(s) must provide a warranty consistent with the New Jersey warranty program including approved insurance.

#### **4.1.3 Specific Criteria**

Solicitation Responses shall be consistently evaluated and scored in accordance with the following criteria:

1. Cost (20 percent);
2. Qualifications and Experience (55 percent);
3. References (15 percent); and
4. Overall clarity and completeness of Solicitation Response (10 percent).

**TO BE CONSIDERED FOR THE QUALIFIED CONTRACTOR POOL A RESPONDENT MUST SCORE AT LEAST A 65% ON 4.1.3 CRITERIA.** For full points in Scoring item 2, Respondent (or respondent team) must have the equivalent of 100 verifiable instances of the requested activity, i.e., 100 fully constructed homes for Reconstruction, 100 rehabilitations for Rehab Only, 100 elevations for elevation only, etc. Lesser points may be obtained for fewer homes.

NOTE: To clarify any response, the Solicitation evaluation committee may contact references provided in response to this Solicitation, contact Respondent's clients, or solicit information from any available source concerning any aspect of the Solicitation deemed pertinent to the evaluation process.

#### **4.2 ORAL PRESENTATION**

The RREM may require an oral presentation from any or all Respondents. Respondents will be provided with advance notice of any such oral presentation and are responsible for their own

presentation equipment. Failure to participate in the requested presentation may eliminate a Respondent from further consideration. The RREM is not responsible for any costs incurred by the Respondent in preparation for the oral presentation.

#### **4.3 MULTIPLE AWARDS**

The RREM intends to prequalify General Contractors to participate in the Qualified Contractor Pool. All General Contractors who meet the minimum qualification in Subsection 4.1.1 and score at least a 65 percent as described in 4.1.3 will be placed in the QCP.

#### **4.4 VERIFICATION OF MINIMUM QUALIFICATIONS**

The RREM will confirm that Providers continue to satisfy the minimum qualifications described in Section 4.1.1 of this RFQ. Providers who no longer satisfy the required minimum qualifications may be removed from the vendor pool at the sole discretion of the RREM.

## ARTICLE V: REQUIRED RESPONDENT INFORMATION

### 5.1 RESPONDENT INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified products or services on time. Along with the Solicitation Response requested in Article III, Respondent must provide the following information:

#### 5.1.1 Company Narrative

Provide a detailed narrative explaining why Respondent is qualified to provide the services enumerated in Article II, focusing on its company's key strengths and competitive advantages. The narrative should include experience in scattered site Construction, Rehabilitation, or Elevation and provide specific examples of similar projects in a clear and direct manner.

#### 5.1.2 Company Profile

Provide a company profile to include:

- The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. (*Please provide this information in a narrative and as a graphical representation.*) If Respondent is an Affiliate of, or has a joint venture or strategic alliance with, another company, please identify the percentage of ownership and the percentage of the parent's ownership. Finally, please provide your proposed operating structure for the services requested under this Solicitation and which entities (i.e., parent company, Affiliate, Joint Venture, subcontractor) will be performing them;
- The year the company was founded and/or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation;
- The location of your company headquarters and any field office(s) that may provide services for any resulting contract under this Solicitation. Specifically identify the Zones (see section 1.2) served by your company;
- The number of employees in your company, both locally and nationally, and the location(s) from which employees may be assigned;
- The name, address, and telephone number of Respondent's point of contact (please provide both an email and a direct contact phone) for any resulting contract under this Solicitation;
- Indication of whether your company has ever been engaged under a contract by any New Jersey state agency. If "Yes," specify when, for what duties, and for which agency; and
- Indication of whether your company has ever been engaged under a contract for CDBG-funded residential construction and whether you were involuntarily terminated from participation in the program or voluntarily ceased participation in the program without completing all construction projects.

- Provide any state issued licenses, approvals, certifications, registrations held by the company including DPMC Notice of Classification, DCA New Home Builder Registration, NJ DOL Public Works Certificate, etc.

### **5.1.3 Key Staffing Profile**

Respondent must provide a key staffing profile and resumes for staff that will be responsible for the performance of the services requested under this Solicitation. Respondent(s) must provide the name and qualifications of the dedicated construction lead who will be present on-site within the identified Zone for the duration of this project and the names and qualifications of each field superintendent who will oversee construction projects. An organization chart is preferred.

## **5.2 REFERENCES**

Respondent shall provide a minimum of 3 references for similar services provided, for general home construction activities. Respondent must verify current contacts. Information provided shall include:

- Client name;
- Project description;
- Total dollar amount of project;
- Key staff assigned to the referenced project that will be designated for work under this Solicitation; and
- Client project manager name, telephone number, fax number, and e-mail address.

If Respondent has a relevant DPMC Notice of Classification in C008 or C009, then references are not required. Supply the Notice of Classification approval on Exhibit D.

NOTE: The RREM checks references by e-mail. Respondents who do not provide accurate e-mail addresses waive the right to have those references considered in the evaluation of their Solicitation Response.

## **5.3 MAJOR SUBCONTRACTOR INFORMATION**

In addition to the requirements of Article II, Respondent must identify any major subcontractors whom Respondent intends to utilize in performing 15 percent or more of any project.

Respondent must indicate whether or not Respondent holds any financial interest in any major subcontractor. The RREM may require as a condition of award an authorized officer or agent of each proposed major subcontractor to sign a statement to the effect that the subcontractor has read, and will agree to abide by, the Respondent's obligations under any contract awarded pursuant to this solicitation.

## **5.4 LITIGATION HISTORY**

Respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures. In addition, Respondent must disclose any civil or criminal litigation or investigation pending over the last 5 years that directly relates to the construction business and involves Respondent or in which Respondent has been judged guilty or liable. The history should include details about the suit and the outcome.

The litigation history should reflect a de minimis amount of litigation. If Respondent built ten homes, one litigation matter (it still needs to be reported) but would be de minimis. Likewise a builder that builds 5,000 homes a year, 475 litigation matters would be a de minimis amount.

Failure to comply with the terms of this provision may disqualify any Respondent. The RREM reserves the right to reject any Solicitation Response based upon Respondent's prior history with the State of New Jersey or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

## **5.5 HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

If the Respondent is a HUB Please supply the certification with your Response.

To assist HUBs, whether minority or women-owned, whenever possible to participate in providing goods or services, the RREM encourages Respondents with whom it contracts to consider HUB's when selecting subcontractors.

## **5.6 CONFLICTS**

Respondent must disclose any potential conflict of interest it may have in providing the services described in this Solicitation, including all existing or prior arrangements. Please include any activities of affiliated or parent organizations and individuals who may be assigned to manage this account.

## **5.7 ANNUAL REPORT**

Respondent shall submit an annual report, which must include:

- Last 2 years of audited financial statements;
- If applicable, last 2 years of consolidated statements for any holding companies or affiliates;
- An un-audited financial statement of the most recent quarter of operation; and
- A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract.

If Respondent is unable to provide the annual report specified above, Respondent may, provide the following annual report or financial information:

- Last 2 years of un-audited financial statements;

- An un-audited financial statement of the most recent quarter of operation; and
- A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- Two full years of bank statements; plus
- Letters of credit and/or cash available for the General Contractor.

## **5.8 SAFETY INFORMATION**

Respondent shall provide its workers' compensation experience modification rate for the last 5 years. Respondents should submit this information on their insurance carrier's signed letterhead. Also, please submit the name and job title of the person in your organization who manages your safety program, and a description of that program. A copy of your safety manual may also be required. The safety manual will become part of the Contract, if you are included in the QCP.

## **5.9 QUALITY CONTROL PROGRAM**

Respondent must provide the name and job title of the person responsible for the Respondent's quality control program, as well as a description of the firm's quality control program. A copy of your quality control manual may be required. The quality control manual will become part of the Contract, if your Solicitation Response is selected.

## **5.10 COST CONTROL PROGRAM**

Respondent is encouraged to suggest any possible cost reduction items to be taken into consideration prior to awarding a contract under this Solicitation. Respondent should include possible cost reduction items in their Narrative/Technical Proposal. Respondents should provide a full description of the alternative work and the estimated cost savings. In addition, Respondents should detail the necessity of any additional drawings, specifications, or revisions to the construction sequencing and schedule that may be needed as a result of the implementation of the cost saving measures.

## **5.11 NON-COLLUSION AFFIDAVIT**

The price and amount of any Solicitation Response must have been arrived at independently and without consultation, communication, agreement, or disclosure with or to any other General Contractor, Respondent, or prospective Respondent. Complimentary proposals are illegal and prohibited. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion. Respondent must complete, sign, and notarize an affidavit similar to the Non-Collusion Affidavit contained in **Exhibit F**, which will become part of the Narrative/Technical Proposal.

## **5.12 PERFORMANCE AND PAYMENT BONDS**

General Contractor will be required to tender to the RREM, prior to commencing any work, performance and payment bonds. Any bonds issued must be from a bonding company licensed to do business in the State of New Jersey.

### **5.12.1 Performance Bond**

A performance bond is required for the full amount of the Homeowner and Contractor agreements assigned or awarded to a General Contractor.

### **5.12.2 Payment Bond**

A Payment Bond is required for the full amount of the Homeowner and Contractor Construction Agreements assigned or awarded to a General Contractor.

Each Respondent must maintain performance and payment bonds in an amount equal to the value of the active construction projects issued under the RREM work order awarded by the RREM. The RREM will award work orders in different amounts based upon the work that is required. Respondent(s) must provide evidence of the maximum performance and payment bonding capacity with their Response, and the form of the bond that shall be executed and produced by the selected Respondent(s) at the time of project assignment. Respondent must provide evidence of a minimum bonding capacity of \$1 million with their Response and selection may be made partially on this basis. In no event shall the bond requirement be for less than 100 percent of the selected Respondent's amount under contract at any given time. All bonds must be issued by a bonding agent with at least an "A" rating.

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## ARTICLE VI: COST PROPOSAL

### 6.1 COST PROPOSAL

As noted above, cost information must not be included with Respondent's technical proposal. Respondent(s) must submit a cost proposal for the construction of residential structures. The cost proposal provided by Respondent(s) will be combined with other site specific and area specific construction cost data and will be utilized by the RREM to establish the cost benchmarks for reconstruction applications. Respondent(s) are provided with one (1) sample set of housing options that are attached hereto as **Exhibit I** (2 Bedroom 2 Bath) or a Rehabilitation scope of work that is attached hereto as **Exhibit J**. Respondent(s) must provide cost proposals for the sample housing options for any or all of the nine (9) Zones for which Respondent(s) desires to provide services.

The Respondents seeking to enter the pool doing reconstruction or reconstruction plus other programs, should provide cost proposals of Exhibit I per Zone on the Cost Proposal Form 11.17. (Exhibit E)

The Respondents seeking to do rehabilitation only, should provide cost proposals on **Exhibit J**. per Zone on the Cost Proposal Form 11.17. (Exhibit E)

The pricing listed on the Cost Proposal Form 11.17 shall include all of the Respondent's costs for completing the construction of the homes listed in **Exhibit I and Exhibit J**, including, but not limited to, all labor, materials, tools, supplies, equipment, and personnel, including, but not limited to, travel expenses, any volume discounts and all other associated costs and incidental costs necessary to provide the product and services according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this Solicitation.

#### **Modular Pricing**

Modular home General Contractors should submit costs for a similar sized home (as a fixed price unit for the home) and include the plans and specs for building the home along with additional work.

The Modular Home Builder should also provide a final on site construction price that details the cost of finishing the modular unit at the set-up location.

The submitted plans should have at a minimum the same features and square footage as the RFQ plans. **TO SUBMIT THE PRICING ON MODULAR ONLY WILL LIMIT THE GENERAL CONTRACTOR TO BUILDING ONLY MODULAR HOUSING. IF YOU PLAN TO DO BOTH STICKBUILT AND MODULAR YOU MUST SUBMIT BOTH THE RFQ PLANS AND THE SUBSTANTIALLY SIMILAR MODULAR PLAN PRICING.**

### **MHU Pricing**

Manufactured Home contractors are to submit pricing for equivalent sized Manufactured Home models and configurations; **TO SUBMIT THE PRICING ON MANUFACTURED HOUSING UNITS ONLY WILL LIMIT THE GENERAL CONTRACTOR TO MHU WORK ONLY. IF YOU PLAN TO DO BOTH STICKBUILT AND MHUS, YOU MUST SUBMIT BOTH THE RFQ PLANS AND SIMILAR MHU PLAN PRICING.**

### **Elevation Only**

For contractors who desire to do elevation only in all counties, to meet the pricing component, your response will need to include a pricing component to elevate the home included in the bid package 3, 6, and 10 feet in Northern counties, Central counties and Southern Counties, or in the counties you prefer to work in, whichever requires the fewest submissions.

### **All Respondents**

Respondent must return Cost Proposal Form 11.17 with the other documents required of this Solicitation as directed in Section 3.3. Cost Proposal Form 11.17 will be evaluated for cost, completeness and accuracy. Incorrectly completed Cost Proposal Form 11.17 may result in the Cost Proposal being invalidated.

**NOTE:** Respondent(s) must additionally provide one (1) redacted set of Cost Proposal Form 11.17 (Exhibit E) (should include bid materials without price) with their Narrative/Technical Proposal. All pricing information must be removed or obscured. These will be used for evaluating the clarity and completeness of the Solicitation Responses.

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## **ARTICLE VII: TERMS, CONDITIONS AND EXCEPTIONS**

### **7.1 GENERAL CONDITIONS**

#### **7.1.1 Amendment**

The RREM reserves the right to alter, amend, or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to the award, if it is in the best interest of the RREM.

#### **7.1.2 Informalities**

The RREM reserves the right to waive minor informalities and irregularities in any Solicitation Response received.

#### **7.1.3 Rejection**

The RREM reserves the right to reject any or all Solicitation Responses received prior to contract award.

#### **7.1.4 Irregularities**

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the point-of-contact listed in Section 3.1.1 as soon as possible, so that corrective addenda may be furnished to prospective Respondents.

#### **7.1.5 Offer Period**

Solicitation Responses shall be binding for a period of 120 days after they are opened. Respondents may extend the time for which their Solicitation Response will be honored. No other costs, rates, or fees shall be payable to the Respondent unless expressly agreed upon in writing by the RREM.

#### **7.1.6 Contract Responsibility**

The RREM will look solely to Respondent for the performance of all contractual obligations that may result from an award based on this Solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its subcontractors.

#### **7.1.7 Public Disclosure**

Respondent will not advertise that it is doing business with the RREM or use a contract resulting from this Solicitation as a marketing or sales tool without prior written consent of the RREM. Furthermore, Respondent may not distribute or disclose this Solicitation to any other vendors or companies without permission from the RREM.

## **7.2 INSURANCE**

### **7.2.1 Required Coverages**

For the duration of any contract resulting from this Solicitation, Respondent shall acquire insurance and bonds with financially sound and reputable independent insurers, in the type and amount specified in the Uniform General Conditions, and Special Conditions if applicable, **Exhibit H**, and customarily carried within the industry. Work on any contract shall not begin until after Respondent has submitted acceptable evidence of insurance. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract.

### **7.2.2 Alternative Insurability**

Notwithstanding the preceding, the RREM reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies customarily required. It will be Respondent's responsibility to recommend to the RREM alternative methods of insuring the contract. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent's inability to obtain the required insurance and/or bonds. The RREM shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

## **7.3 PROTEST**

Any Respondent unsuccessful or aggrieved in connection with this Solicitation may file an appeal for reconsideration within 14 days.

## **7.4 CONTRACT AND EXCEPTIONS**

### **7.4.1 Terms and Conditions**

The RREM reserves the right to make necessary alterations to the Homeowner Contractor Construction Agreement that will be the basis for the construction process. **Exhibit C** is provided as a courtesy to Respondents interested in responding to this Solicitation.

### **7.4.2 Exceptions**

Execution of **Exhibit A** of this Solicitation shall constitute an agreement to all terms and conditions specified in this Solicitation, including, but not limited to, **Exhibit A** and all terms and conditions therein, except such terms and conditions as Respondent expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.

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## ARTICLE VIII: SUBMISSION CHECKLIST

This checklist must be signed and returned by Respondent and identifies documents that must be submitted with this Solicitation in order to be considered responsive. Any Solicitation Responses received without these requisite documents may be deemed non-responsive and may not be considered for contract award.

### DOCUMENTS TO BE SUBMITTED WITH SOLICITATION RESPONSE

- |    |  |       |
|----|--|-------|
| 1. | The Narrative/Technical Proposal (one original plus nine (9) copies)   | _____ |
| 2. | <b>Exhibit A</b> , General Affirmations (signed with exceptions noted) | _____ |
| 3. | <b>Exhibit B</b> , Federal Affirmations (signed with exceptions noted) | _____ |
| 4. | Pricing-Redacted Form 11.17 (Section 3.2.2)                            | _____ |
| 5. | Primary Respondent Information (Section 5.1)                           | _____ |
| 6. | References (or ID number on Exhibit D) (Section 5.2)                   | _____ |
| 7. | Major Subcontractor Information (if applicable) (Section 5.3)          | _____ |
| 8. | Litigation History (Section 5.4)                                       | _____ |
| 9. | Other Documents  |       |
|    | • Conflicts (Section 5.6)  | _____ |
|    | • Annual Report (Section 5.7)  | _____ |
|    | • Safety Information (Section 5.8)                                     | _____ |
|    | • Quality Control Program (Section 5.9)                                | _____ |
|    | • Cost Control Program (Section 5.10)                                  | _____ |
|    | • Performance and Payment Bonds (Section 5.11)                         | _____ |
|    | • <b>Exhibit F</b> Non-Collusion Affidavit                             | _____ |
|    | • <b>Exhibit D</b> Participation Preferences                           | _____ |
|    | •  |       |

Items to be included with the Respondent's Cost Proposal:

- |    |  |       |
|----|--|-------|
| 1. | Respondent's Cost Proposal.                                    | _____ |
| 2. | <b>Exhibit E</b> , Respondent's Cost Proposal Form 11.17 forms | _____ |

Respondent has reviewed and submitted all documents \_\_\_\_\_

Signature

**EXHIBIT A. AFFIRMATIONS AND SOLICITATION ACCEPTANCE**

## GENERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

Execution of this Exhibit A, shall constitute an agreement to all terms and conditions specified in the Solicitation, including, without limitation, state local and federal policies, rules and statutes, Exhibit A and all terms and conditions therein, except such terms and conditions that the Respondent expressly excludes. Respondent agrees without exception to the following general affirmations:

1. All statements and information prepared and submitted in the response to this Solicitation are current, complete, and accurate.
2. The Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Solicitation Response.
3. The Respondent has not received compensation from the RREM for preparing any part of the Solicitation.
4. Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any department or agency of the State of New Jersey.
5. Respondent certifies that the individual or business entity named in this Solicitation Response i) has not been subjected to suspension, debarment, or similar ineligibility to receive the specified contract as determined by any federal, state, or local governmental entity; and ii) is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>. Respondent acknowledges that any contract resulting from this Solicitation may be terminated and payment withheld if this certification is inaccurate.
6. Respondent agrees to maintain all documents and other related records relating to Hurricane Sandy Disaster Recovery Program and any contract resulting from this Solicitation for a period of four (4) years after the date of the submission of final invoices or until a resolution of billing questions, whichever is later. Respondent acknowledges that the State has a right of access to information in Respondent's possession relating to State property and agrees to make such information reasonably available upon request of the State.
7. Respondent understands that acceptance of funds under any resulting contract from this Solicitation acts as acceptance of the authority of the State Auditor's Office, Sandy Recovery Division's program integrity/compliance or any successor agency, to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor's Office, Sandy Recovery Division's program integrity/compliance or its successor, in conducting the audit or investigation, including providing all records requested. Respondent will ensure that this clause is included in any subcontract it awards.
8. The Respondent shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Respondent shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, disability, color, sex, religion, age, or national origin. Such action shall include, but is not 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 Respondent agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. The Respondent shall include the above provisions in all subcontracts pertaining to the

work.

9. Respondent understands that a Federally funded program cannot tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Respondents are expected to report any possible fraudulent or dishonest acts, waste, or abuse.
10. Respondent certifies that it will comply with the federal Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Immigration Act of 1996 regarding employment, employment verification, and retention of verification forms of individuals who will prospectively perform work described in this proposal.
11. The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 8102 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.



I have read, understand, and agree to comply with the terms and conditions specified in this Solicitation Response. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES \_\_\_\_\_ NO \_\_\_\_\_

**EXCEPTION SUMMARY FORM**  
(Attach Additional Sheets if Necessary)

SOLICITATION SECTION NUMBER	SOLICITATION PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

**RESPECTFULLY SUBMITTED:**

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

Printed Name and Title: \_\_\_\_\_

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

Respondent's Tax I.D. No.: \_\_\_\_\_

If Respondent is a Corporation or other legal entity, attach a corporate resolution or other appropriate official documentation, which states that the person signing this Solicitation Response is an authorized person that can legally bind the corporation or entity.

**EXHIBIT B: FEDERAL AFFIRMATIONS**

## **FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE**

As federal funds are used for payment of part or all of the consideration due under any contract resulting from this Response, Respondent must execute this **Exhibit B**, which shall constitute an agreement, without exception, to the following affirmations:

### **1. Debarment and Suspension**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

### **2. Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

### **3. Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

#### **4. Lobbying**

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

#### **5. Minority and Women's Businesses**

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

#### **6. Environmental Standards**

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b) Notification of violating facilities pursuant to EO 11738;
- c) Protection of wetlands pursuant to EO 11990;

- d) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- h) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

**7. Historic Properties**

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

**8. All Other Federal Laws**

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation. This includes meeting the Section 3 policy adopted by the State of New Jersey for the Superstorm Sandy Recovery program.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non- acceptance.

YES \_\_\_\_\_

NO \_\_\_\_\_

**RESPECTFULLY SUBMITTED:**

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

Printed Name and Title: \_\_\_\_\_

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

Respondent's Tax I.D.: \_\_\_\_\_

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

**EXHIBIT C: Homeowner and Contractor**  
**Construction Agreement**

**THIS CONTRACT IS INCLUDED  
AS A SUBSTANTIALLY SIMILAR DRAFT**

**FINAL CONTRACT MAY VARY**

**SAMPLE FOR INFORMATION ONLY**

**HOMEOWNER AND GENERAL CONTRACTOR  
CONSTRUCTION AGREEMENT  
CDBG-DR RREM PROGRAM  
STATE OF NEW JERSEY**

This Construction Agreement ("Agreement"), dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, is made by and between below-identified Homeowner, and Contractor. In exchange for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Homeowner and Contractor agree as follows:

**ARTICLE I: DEFINED TERMS**

1.1. "Bonds" refers to both payment and performance bonds, each in an amount equal to the Construction Price issued by a solvent company authorized to do business in the State of New Jersey, and in compliance with all legal requirements, as security for the faithful payment of all Contractor's obligations under this Agreement with a Federal Bond Rating of at least AA.

1.2. "Notice to Proceed" means the date that a written Work Order for constructing the Improvements is delivered to Contractor by Homeowner Program Representative. This is the same as the Notice to Proceed date which is issued by RREM Grant Managers only after the homeowner has moved out of the home, permits have been obtained by the general contractors, and original performance and payment bonds have been delivered to the RREM Grant Manager.

1.3. "Completion Date" as applied to stick-built and modular homes means the ninetieth (90<sup>th</sup>) day following the Notice to Proceed including the elevation. "Completion Date" as applied to manufactured housing units means the sixtieth (60<sup>th</sup>) day following the Notice to Proceed.

1.4. "Construction Price" means \$ \_\_\_\_\_, which is the total amount Contractor is charging Homeowner to construct, repair or install the Improvements.

1.5. "Environmental Standards" means the applicable environmental standards established and monitored conjunction with New Jersey Department of Environmental Protection pursuant to (1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (2) notification of violating facilities pursuant to Executive Order 11738; (3) protection of wetlands pursuant to Executive Order 11990; (4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 *et seq*; (5) the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et. seq*; (6) Environmental Protection Agency regulations, 40 CFR



Part 50, as amended; (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

1.6. **“Escrow Agent”** means the entity responsible for physically making fund transfers to Contractors upon approval of a Draw Request by the RREM PM or Program.

1.7. **“Final Completion”** means when the Improvements are fit for their intended use in accordance with the Plans and Specifications, and all of the following have been executed and delivered to Homeowner Program Representative:

(a) certificate of occupancy for the home from applicable governmental authorities;

(b) a final inspection report from the Program showing that 100% of the construction covered by this Agreement has been completed in accordance with this Agreement;

(c) builder proof that all utilities for the home have been installed and are working;

(d) an Affidavit of Completion in the form set forth in Exhibit “B”;

(e) Lien Waiver Affidavits in the forms set forth in Exhibit “C”, executed by all Contractor, and every subcontractor and supplier who has performed work on, or furnished materials for, the Improvements;

(f) a Final Bills Paid Affidavit in the form set forth in Exhibit “D”;

(g) a complete list of any contractors or subcontractors who have performed work on, or furnished materials for, the Improvements;

(h) A completed, signed copy of the EnergyStar plan for reconstructed homes and/or HUD Green Building Checklists for rehabilitation and reconstruction projects.

(i) In addition to the above-listed documentation, MANUFACTURED HOUSING UNITS require the following documentation in order to achieve Final Completion:

(i) a Manufacturer’s Certificate of Origin for the manufactured home unit;

(ii) a copy of the properly filed Statement of Ownership and Location (“SOL”) for the manufactured home unit, reflecting no liens on

the unit, and the Homeowner's election to treat the unit as either real property or personal property - if the personal property election is made, the SOL must be accompanied by a Release of Lien from the Contractor, and if applicable, the manufacturer;

(iii) Notice of Installation for the manufactured home unit or other reasonable proof of proper installation by a licensed installer or retailer or registered contractor; and

(iv) proof that electrical, fuel, mechanical, and plumbing system crossover connections for multi-sectional homes and completion of drain lines underneath the manufactured home unit are in accordance with the Design Approval Primary Inspection Agency approved on-site assembly drawings.

(j) In addition to the above-listed documentation, MODULAR HOMES require the following documentation in order to achieve Final Completion:

(i) evidence that the certification inspection and in-plant inspection of manufacturer have been accomplished;

(ii) proof that the electrical, fuel, mechanical, and plumbing systems for single family residential industrialized housing unit were completed in accordance with the program requirements;

(iii) a description of the location of the data plate and explanation of the information thereon;

(iv) a description of the location of the decals or insignia on the module or modular components; and

(v) The floor plan of the building and schematic drawings of the plumbing, electrical, and heating/ventilation systems.

1.8. "General Contractor (or "Contractor")" means \_\_\_\_\_, whose address for notice is \_\_\_\_\_.

1.9. "Grant Agreement" means the documents securing the funding from Program by Homeowner and executed even with the date of this Agreement.

1.10. "Grant Amount" means the amount of the Grant that is included in the Construction Price and supplied by Program.

1.11. "Homeowner" means \_\_\_\_\_, whose address for notice is \_\_\_\_\_.

1.12. "Improvements" means a single-family residence and related improvements to be constructed, repaired, or installed on the Property, as set forth in this Agreement and in accordance with the corresponding Plans and Specifications approved by the Program. The single-family residence will consist of (select one of the following):

- Stick-built home

- Modular home
- Manufactured Housing Unit installed as real property

1.13. **“Notice to Proceed”** means the date that Contractor is allowed to begin work on the Property date which is issued by RREM Program Managers only after the homeowner has moved out of the home, permits have been obtained by the general contractors, and original performance and payment bonds have been delivered to the RREM Program Manager.

1.14. **“Plans and Specifications”** means the final working drawings and specifications for the construction, repair or installation of the Improvements on the Property, as provided by the Program to Contractor, and may only be modified by written agreement of RREM PM.

1.15. **“Program”** means the activities funded by the State of New Jersey under HUD Grant Award Number B-13-DS-34-0001 as provided for by the Disaster Relief Appropriations Act of 2013 (Public Law 113-2) and dedicated for Homeowner Rehabilitation, Reconstruction, Elevation and Mitigation under the State of New Jersey Action Plan .

1.16. **“Property”** means that certain parcel of real property legally described as \_\_\_\_\_.

1.17. **“RREM”** means the Homeowner Rehabilitation, Reconstruction, Elevation and Mitigation Program as called for in the New Jersey Action Plan and administered under the Guidelines developed and adopted by the Program.

1.18. **“RREM Program Manager (or “RREM PM”)”** means URS, CB&I Shaw Environmental or Gilbane Building Company who have been selected as Program Managers for the construction program to assist the Homeowner and Contractor in Rehabilitation, Reconstruction or Elevation of the Homeowner’s residence.

1.19. **“Satisfactory progress”** means a contractor is making progress of at least 33% by 30 days, 66% by 60 days, and 100% by 90 days. If any of those timeframes are not satisfied, RREM PM has sole authority to remove contractor, no payments shall be due for work performed on incomplete projects, and RREM PM can assign the work to another program General Contractor for completion.

1.20. **“Warranty Standards”** means meeting the required warranty standards approved by the State of New Jersey under NJ HOW and including payment to an approved Warranty Insurance Program.

## **ARTICLE II: CONSTRUCTION OF IMPROVEMENTS; DISBURSEMENTS**

**2.1. Payments to Contractor.** Contractor may obtain disbursements from the Grant Agreement for work properly performed by Contractor submitting to the RREM PM a “Request for Disbursement” in the form attached hereto as Exhibit “A”, along with all supporting documentation specified in the Request for Disbursement. The schedules for disbursements are set forth in the below sections. (Note: There are 3 different schedules – one for onsite stick-built homes, one for modular and manufactured housing units, and another rehabilitation projects.)

**2.2. Withholding Payment to Contractor.** No disbursement of any portion of the Grant Agreement shall be due and owing to Contractor, and RREM PM, Escrow Agent, and Homeowner shall be entitled to withhold payment to Contractor, while any of the following conditions exist:

(a) the location, installation or construction of the Improvements violates or interferes with any applicable recorded instrument or governmental regulation affecting the Property;

(b) Contractor makes a material misrepresentation in the Request for Disbursement;

(c) Notice of a claim or lien on the Property has been received in connection with the construction, repair or installation of the Improvements, and has not been released.

**2.3. Stick-built Disbursement Schedule.** On stick-built projects, Contractor shall be entitled to request up to three (3) disbursements from the Grant Agreement in accordance with the following schedule:

(a) The first disbursement, less retainage, will be made after the completion of the 33% inspection and after Contractor provides RREM PM with the following:

(i) a complete and accurate Request for Disbursement;

(ii) a copy of its building permit for the Improvements from applicable governmental authorities, along with copies of any other licenses or approvals needed for construction of the Improvements ;

(iii) proof of all insurance required by this Agreement; and

(iv) The original Bond.

(b) The second disbursement, less retainage, will not exceed 66% of the Loan Amount, and will be made after the 66% Inspection and upon receipt of a Request for Disbursement.

(c) The final disbursement, less retainage, will be made upon the Submission of Final Completion and after Contractor provides RREM PM with a Request for Disbursement and all items required for Final Completion including Homowner approval (see the definition of Final Completion for the list of items needed to achieve Final Completion in Section 1.7).

(d) The Retainage disbursement will release the 10% Retainage after 31 days if all issues, if any, have been cleared and no bills or sub-contractor payments are outstanding.

**2.4. Modular and Manufactured Housing Unit Disbursement Schedule.** On modular or manufactured housing unit projects, Contractor shall be entitled to request two (2) disbursements from the Loan Amount in accordance with the following schedule:

(a) The first disbursement, less retainage, will be at the 50% inspection after Contractor provides RREM PM with the following:

- (i) a Request for Disbursement;
- (ii) a copy of its building permit for the Improvements from applicable governmental authorities, along with copies of any other licenses or approvals needed for construction of the Improvements;
- (iii) proof of all insurance required by this Agreement; and
- (iv) The original Bond.

(b) The second disbursement, less retainage, shall be the balance of the Loan Amount less retainage, and will be made upon Final Completion and Contractor providing RREM PM with a Request for Disbursement and all items required for Final Completion (see the definition of Final Completion in Section 1.7 above for the list of items needed to achieve Final Completion).

(c) The Retainage disbursement will release the 10% Retainage after 31 days if all issues, if any, have been cleared and no bills or sub-contractor payments are outstanding.

**2.5. Rehabilitation Disbursement Schedule.**

On rehabilitation projects, Contractor shall be entitled to request two (2) disbursements from the Loan Amount in accordance with the following schedule:

(a) The first disbursement, less retainage, will be made at the 50% inspection and after Contractor provides RREM PM with the following:

- (i) a Request for Disbursement;

- (ii) a copy of its building permit for the Improvements from applicable governmental authorities, along with copies of any other licenses or approvals needed for construction of the Improvements;
- (iii) proof of all insurance required by this Agreement; and
- (iv) The original Bond.

(b) The final disbursement, less retainage, shall be after the final inspection and after Contractor provides RREM PM with a Request for Disbursement and all items required for Final Completion (see the definition of Final Completion in Section 1.7 for the list of items needed to achieve Final Completion).

(c) The Retainage disbursement will release the 10% Retainage after 31 days if all issues, if any, have been cleared and no bills or sub-contractor payments are outstanding.

## 2.6 Elevation Only

On Elevation only projects, a Contractor shall be entitled to request only 1 disbursement, less retainage, from the Loan Amount in accordance with the following schedule:

- (a) The first disbursement will not exceed 90% of the Loan Amount, and will be made upon Final Completion and after the Contractor provides RREM with the following:
  - (i) a Request for Disbursement;
  - (ii) a copy of its building permit for the Improvements from applicable governmental authorities, along with copies of any other licenses or approvals needed for construction of the Improvements; and
  - (iii) All items required for Final Completion (see the definition of Final Completion in Section 1.7 above for the list of items needed to achieve Final Completion).
- (b) The Retainage disbursement will release the 10% Retainage after 31 days if all issues, if any, have been cleared and no bills or sub-contractor payments are outstanding.

## ARTICLE III: HOMEOWNER'S OBLIGATIONS

**3.1. RREM Program Manager.** The Homeowner agrees that the RREM Program Manager will be the point of contact for all construction activities between the Homeowner and the Contractor. This Agreement creates a privity of contract between the Owner and the Contractor, but as a substantial funding entity, the Program must ensure that the Program Requirements are met in all planning, construction and payment events. To provide the Program with assurances that the Program Requirements are met, Homeowner hereby authorizes the assigned RREM PM to act as its agent during the construction process in a manner consistent with the Guidelines as long as the Homeowner



is in the Program. The RREM PM shall have no liability to Homeowner for acting within the scope of the Program.

3.2. **Homeowner's Portion of the Construction Price.** If the Loan Amount is less than the Construction Price (said difference hereinafter called "**Homeowner's Funds**"), Homeowner must provide satisfactory evidence to RREM PM that Homeowner's Funds have been delivered to the designated Escrow Agent, and that retainage of such Homeowner's Funds in an amount necessary to satisfy all requirements to complete the construction process that is the subject of this Agreement.

3.3 **Construction Cooperation.** If requested to do so by the Contractor, Homeowner will vacate the Property within 10 days after closing, in order to allow for construction to commence in a timely manner. Homeowner will cooperate with the reasonable requests of Contractor and RREM PM as such requests relate to construction, repair, or installation of the Improvements. Homeowner will cooperate with RREM PM in arranging for inspections, if necessary, and will promptly comply with RREM PM's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof.

3.4 **Landscaping.** Homeowner shall be solely responsible for removing any existing plants that Homeowner wishes to retain. Contractor, Program, Escrow Agent, RREM PM and/or the State of New Jersey are not liable for any damage done to existing landscaping during home rehabilitation, reconstruction, or elevation.

3.5. **No Changes in Scope of Work.** No changes will be made in the Plans and Specifications except on the written approval of the same by RREM PM. No substantial extras shall be allowed to any contractor or any subcontractor or material change made in any contract or subcontract without RREM PM's prior written approval and consent. RREM PM will not substantially change any items in the plans without consulting with the Homeowner and obtaining Homeowner approval, after the Homeowner has accepted plans.

3.6. **Prior Lienholder Rights.** Homeowner acknowledges that any prior lien on the Property (such as a mortgage or deed of trust) may contain provisions prohibiting Homeowner from entering into or performing this Agreement, and that Homeowner may create an event of default under such prior lien unless Homeowner has obtained the prior consent of such lienholder. A default on lien obligations can lead to serious legal consequences, including loss of your home. Homeowner agrees to be solely responsible for obtaining any and all necessary consent of prior lienholders before entering into this Agreement. Contractor, Escrow Agent, Program, RREM PM and/or the State of New Jersey are not responsible for determining if you have a lienholder or obtaining the consent of your lienholder. **DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.**

3.7. **Ownership of Personal Property.** All of the personal property, fixtures, attachments, and equipment delivered on, attached to, the construction, repair, or installation of the Improvements or operation of the Improvements will be kept free and

clear of all liens, encumbrances, and security interests whatsoever, and Homeowner will be the absolute owner of said personal property, fixtures, attachments, and equipment.

3.8. **Liens.** Homeowner will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property or any funds due Contractor and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Homeowner shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to RREM PM such security or indemnity as it may reasonably require.

3.9. **Homeowner's Representations.** Homeowner represents the following to the Program:

- (a) Homeowner owns the Property.
- (b) Other than any first-lien lienholder whose prior written consent has been obtained by Homeowner, there are no liens, , claims, charges or unpaid assessments against the Property.
- (c) All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to Program in connection with the grant are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the closing.
- (d) The tax returns and/or financial statements delivered to Program by or on behalf of Homeowner are each true and correct in all respects and there has been no material adverse change in such statements as of this date.
- (e) Homeowner is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render him/her insolvent or Homeowner has disclosed any solvency issues or bankruptcy filings and Program signs this Agreement with full knowledge of the same. If property has any mortgage accelerated or is in foreclosure, the program will cease to build the home.
- (f) Homeowner has read and understands the terms of this Agreement and related closing documents.
- (g) Homeowner has full authority to sign this document and no other person not disclosed has an interest that Homeowner cannot bind by signing this Agreement.

**ARTICLE IV: CONTRACTOR'S OBLIGATIONS**



4.1. **Standards of Construction.** In addition to the other requirements of this Agreement, the Improvements will be constructed, repaired or installed in a good and workmanlike manner, fit for their intended purpose, fully-equipped with materials of high quality, strictly in accordance with the (i) this Agreement; (ii) the Plans and Specifications; (iii) the Warranty Standards; (iv) the Environmental Standards; (v) FEMA floodplain regulations; and (vi) all applicable federal, state, and local laws, rules and regulations.

4.2. **Compliance with RFQ and Subsequent Work Orders.** Contractor agrees to perform and comply with all terms of the RFQ and subsequent Work Orders.

4.3. **Corrective Action.** If Contractor is notified that any inspection by RREM PM or its designee has uncovered any noncompliance issues, Contractor shall immediately correct such issues. Contractor shall maintain a detailed record of every non-compliance and corrective action taken.

4.4. **Books and Records; Construction Trust Fund.** Contractor will deposit all funds received under this Agreement into a construction account, and will keep an account record for the account. Within three (3) business days of a request by RREM PM, Contractor shall provide Program with (i) a full copy of the account record, and (ii) executed copies of all contracts between Contractor and all of its subcontractors and suppliers.

Contractor will keep and maintain all records associated with the Agreement for a minimum of three (3) years.

CONTRACTOR ACKNOWLEDGES THAT FAILURE TO STRICTLY COMPLY WITH N.J. Stat. Ann. §§ 2A:29A, *et. seq.* RELATING TO TRUST FUNDS FOR DWELLINGS MAY EXPOSE CONTRACTOR, AND ITS AGENTS AND OWNERS, TO CIVIL AND CRIMINAL LIABILITY AND PENALTIES THAT MAY NOT BE AVOIDED BY BANKRUPTCY OR OTHER PROTECTIONS TYPICALLY AVAILABLE TO BUSINESSES.

4.5. **Prompt Payment.** Contractor will promptly pay all subcontractors and suppliers according to the New Jersey prompt Pay Act. If contractor allows for work to be performed or materials delivered which results in a lien being placed on the project as a result of Program actions, Contractor agrees to remove such lien from Property prior to disbursement of any funds to the Contractor by the Program. Documentation of such lien releases may be required by Program. The Program is a reimbursement Program, as such, Contractors are required to promptly pay vendors/subcontractors.

4.6. **Allocation of Profit.** Contractor agrees that any monies it receives pursuant to this Agreement shall be applied to payment of all outstanding invoices from subcontractors and suppliers before Contractor applies such monies to its overhead or profit.

4.7. **Due Diligence Responsibility.** Contractor is solely responsible for verifying that Homeowner's residence, once complete and affixed to the Property, does not violate or

interfere with any applicable recorded instrument or governmental regulation affecting the Property.

4.8. **Construction Timing; Delay Damages.** Contractor must make substantial progress in building Homeowner's home. Contractor shall commence construction, repair or installation of the Improvements as soon as possible after the Notice to Proceed, but in no event later than fourteen (14) days after the Notice to Proceed. Contractor shall prosecute the work with due diligence, and shall achieve Final Completion of the Improvements not later than ninety (90) days after Notice to Proceed. Time is of the essence in Contractor completing the Improvements. In the event that Final Completion is not achieved construction takes longer than ninety (90) days, the obligation of the Contractor to the Homeowner listed in the Guidelines shall be in effect. RREM PM and/or Escrow Agent shall have the right to offset any costs against any other sums or disbursements due to Contractor from Program.

4.9. **Compliance with Energy Efficiency Standards.** For new home or reconstruction projects, Contractor must also comply with the following (in addition, Contractor must also comply with subsection (c) on rehabilitation projects):

EnergyStar Certification  
HUD Green Building Standards  
HUD CPD Green Building Retrofit Checklist

4.10. **Lead and Asbestos.** Contractor is responsible for performing and assessment of lead and asbestos containing materials, and any required lead and asbestos abatement. Contractor shall provide RREM PM with a copy of a signed waste manifest, from a proper disposal institution, in connection with Contractor's disposal of any lead or asbestos.

4.11. **Compliance with Federal Laws.** Contractor shall be responsible for complying with the following federal laws, rules, and regulations (in addition to any state/local laws regulating the same):

(a) **Flood Zone Restriction.** Contractor is responsible for ensuring that no funds under this Agreement will be used for any activity in an area delineated as a special flood hazard area (defined as zone "A", "V", "M" and "E" series) (44 CFR 64.3) in Federal Emergency Management Agency's (FEMA) most current flood advisory maps (Flood Insurance Rate Map, as amended by Letters of Map Amendment or Letters of Map Revisions) unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR Part 55.

(b) **Lead-Based Paint.** Contractor is responsible for compliance with the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B, as applicable.

(c) **Noise Abatement.** Contractor is responsible for compliance with noise abatement and control policies established by HUD in 24 CFR Part 51, Subpart B. To help ensure noise levels do not become excessive, construction activities are restricted to mostly weekdays and daylight hours.

(d) **Archeological Discoveries.** Contractor is responsible for compliance with the National Historic Preservation Act of 1966, as amended, 16 USC 470 and 36 CFR Part 800, as applicable. In accordance with Section 106 of the National Historic Preservation Act, Contractor shall notify RREM PM as soon as practicable if it appears that site work may affect previously unidentified archeological resources. Contractor is required to immediately stop construction activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovery. The Program notification will allow the discovery to be further evaluated in consultation with the New Jersey Historical Commission.

4.12. **Insurance.** At all times during construction, repair, or installation of the Improvements, Contractor will obtain and maintain in full force and effect the following insurance policies, which shall list The State of New Jersey Superstorm Sandy CDBG-DR Program as additional insured and shall be issued by a company that is licensed to do business in the State of New Jersey and has a Federal Bond Rating of at least AA:

4.13. **HUD Labels.** All manufactured housing units and modular homes used for the Improvements must have a permanent HUD label.

4.14. **Worksite Protection.** Contractor shall be responsible for protection of the construction site and building materials, including losses from theft. Contractor shall be responsible for ensuring the construction site is safe, clean, and free of debris on a daily basis.

4.15. **Disbarment and Suspension.** Contractor certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549 "Disbarment and Suspension." Contractor agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this Agreement. Contractor will notify RREM Contractor in writing immediately if Contractor is not in compliance with Executive Order 12549 while performing this Agreement, and will refund Program for any payments made to it while ineligible.

4.16. Contractor acknowledges that their safety manual is incorporated herein by reference.

4.17. Contractor will identify a quality control designee for their construction Projects.

#### **ARTICLE V: PROGRAM's LIMITED OBLIGATIONS**

**5.1. Limited Obligation of Program.** The Program's sole obligation to Homeowner and Contractor, or either of them, is to disburse the Loan Amount in accordance with this Agreement and the Loan Agreement.

**PROGRAM, ESCROW AGENT, RREM CONTRACTOR OR THE STATE OF NEW JERSEY IS NOT RESPONSIBLE FOR ANY OF THE FOLLOWING (this list is illustrative, but not exclusive):**

- (a) the quality or timing of construction;
- (b) warranty work;
- (c) resolution of disputes between Homeowner and Contractor;
- (d) enforcement of this Agreement, or any other agreement, between Homeowner and Contractor;
- (e) removal of liens;
- (f) curing title defects; or
- (g) Acts or omissions of Contractor, Homeowner, or any subcontractor or supplier.

**5.2. Actions do not Create Duty.** Program's grant funding activities and RREM PM's Homeowner agent actions under the RREM Program do not create a legal duty to Contractor or Homeowner. Program or RREM PM's actions or inactions in making inspections of the Property, procuring sworn statements and waivers of liens, screening contractors and homeowners, approving contracts and subcontracts, and approving Plans and Specifications will be taken by the Program and the Homeowner PM's for the Program's own protection only. Except for the express obligations to fund the Loan Amount, the Program shall not be deemed to have assumed any responsibility to Homeowner, Contractor, or any other person with respect to any action, proper construction of the Improvements, performance of contracts or subcontracts by any contractors or subcontractors, or prevention of claims for mechanic's liens.

**5.3. Limitation of Warranties.** To the fullest extent allowed by law, Program, Escrow Agent, RREM PM and the State of New Jersey makes no warranties of any kind, express or implied to Homeowner, and HOMEOWNER WAIVES ALL WARRANTIES AND REPRESENTATIONS FROM PROGRAM, ESCROW AGENT, RREM PM AND THE STATE OF NEW JERSEY, WHETHER ORAL AND WRITTEN, WHETHER EXPRESSED OR IMPLIED, CONCERNING THE PROPERTY OR IMPROVEMENTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, FITNESS FOR PURPOSE, OR CONSTRUCTION IN A GOOD WORKMANLIKE MANNER. Nothing herein shall be construed as limiting Contractor's warranties to Homeowner.

## **ARTICLE VI: DEFAULT AND REMEDIES**

**6.1. Contractor Default.** Contractor will be in default under this Agreement upon the occurrence of any of the following events: (i) Contractor fails to perform the terms of this Agreement and such failure continues for three (3) business days after delivery of written

notice of the failure; (ii) Contractor becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors. In the event of Contractor's default, RREM PMs acting on behalf of the Homeowner or Program shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:

(a) Terminate this Agreement on written notice to Contractor.

(b) Compel the Contractor to stop the work under this Agreement on written notice to Contractor, whereupon Contractor shall withdraw from the Property and assign to Program such of Contractor's subcontracts as RREM PM may request, and remove such materials, equipment, tools and instruments used by Contractor on the Property as RREM PM may direct.

(c) Complete the work, either with or without using Contractor's materials, equipment, tools and instruments.

(d) Withhold the payment of any further sums due to Contractor under this Agreement, until after Final Completion of the Improvements, whereupon the Program shall determine the amount, if any, of damages caused by Contractor's default, the amount to which Contractor is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate Contractor for the use of Contractor's materials, equipment, tools and instruments, and upon such determination, the Program shall pay to Contractor the net amount which may be due, if any, in accordance with such determination.

(e) Sue Contractor for damages, injunctive, or equitable relief.

**6.2. Homeowner's Default.** Homeowner will be in default under this Agreement upon the occurrence of any of the following events: (i) Homeowner fails to perform the terms of this Agreement and such failure continues for three (3) business days after delivery of written notice of the failure; (ii) Homeowner becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; (iii) Homeowner has misrepresented Homeowner's eligibility to receive the grant proceeds pursuant to the Grant Agreement and funding is not available, (iv) Homeowner has misused the proceeds of the Grant Agreement, or (vii) Homeowner has made any misrepresentations in connection with this Agreement. In the event of Homeowner's default, Contractor or Program shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:

(a) Terminate this Agreement on written notice to Homeowner.

(b) Direct the Contractor to stop work on the Improvements, either temporarily or permanently. Notwithstanding the foregoing, sums earned by Contractor for construction and delivery of the Improvements prior to any notice to Contractor of any misuse of funds or misrepresentation by Homeowner shall be payable from Program to Contractor.

(c) Apply any unearned portion of the Loan Amount to reimburse Program for funds disbursed under this Agreement or the Grant Agreement.

(d) Sue Homeowner for damages, injunctive, or equitable relief.

#### **ARTICLE VII: MISCELLANEOUS PROVISIONS**

7.1. **Notices.** Any notice required or permitted by this Agreement shall be in writing, and shall be delivered to the respective parties' addresses as set forth in Article I. Any notice will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, and addressed to the intended recipient notice address set forth in Article I. Notice given in any other manner will be effective only if and when received by the intended recipient. Any address for notice may be changed by written notice delivered as provided here.

7.2. **Duty to Provide Additional Information.** Homeowner and Contractor shall, within 3 days of receipt, furnish to RREM PM copies of all notices received that pertain to the Property, including notices from any:

- (a) governmental or private authority having jurisdiction over the Property;
- (b) insurance company carrying a policy pertaining to the Property;
- (c) lender holding a lien or security interest against any part of the Property; or
- (d) Any person asserting a claim against Homeowner, Contractor or the Property.

7.3. **Applicable Law.** Each Party submits to the jurisdiction of the state and federal courts in the State of New Jersey and to venue in the federal and state courts located in Mercer County, New Jersey.

7.4. **Severability.** If any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be

construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.5. Exhibits. All Exhibits to this Construction Agreement are incorporated into this Agreement. Except as otherwise specified in the exhibits, all capitalized terms have the meaning ascribed to them in this Agreement. This Construction Agreement contains the following exhibits:

- Exhibit A: Request for Disbursement
- Exhibit B: Affidavit of Completion
- Exhibit C: Lien Waiver Affidavits (subcontractor affidavit also included)
- Exhibit D: Final Bills Paid Affidavit by Contractor

HOMEOWNER SIGNATURE: \_\_\_\_\_

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

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

HOMEOWNER SIGNATURE: \_\_\_\_\_

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

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

RREM APPLICATION NUMBER \_\_\_\_\_

SAMPLE FOR INFORMATION ONLY



**CONTRACTOR SIGNATURE:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**SAMPLE FOR INFORMATION ONLY**



**EXHIBIT A  
To Construction Agreement**

**REQUEST FOR DISBURSEMENT**

Except as otherwise specified herein, all capitalized terms have the meaning ascribed to them in the Construction Agreement between Homeowner and Contractor.

Contractor requests that Program make a disbursement to Contractor in the amount of \$ \_\_\_\_\_, pursuant to that certain Construction Agreement ("Agreement") between \_\_\_\_\_ (name) \_\_\_\_\_ ("Homeowner") and Contractor, relating to Application ID# \_\_\_\_\_

1. The Agreement contains the exact schedule for progress payments to be made to Contractor. This Request for Disbursement is Contractor's \_\_\_\_\_ [1<sup>st</sup>, 2<sup>nd</sup> . . .] request for disbursement under the Agreement. Contractor has previously received \$ \_\_\_\_\_ from Program under the Agreement, including \_\_\_\_\_ in Homeowner Funds and \_\_\_\_\_ in Program Funds.
2. The Agreement sets forth a total Construction Price of \$ \_\_\_\_\_, all or some of which is to be funded by a Loan Amount of \$ \_\_\_\_\_, and the rest of which (if any) is to be paid by Homeowner. If this Request for Disbursement is approved, Contractor will have received \_\_\_\_\_ percent of the total Loan Amount. [Note to Contractor: State the percentage of the total Construction Price consistent with the Progress Inspection accompanying this Request for Disbursement].
3. Contractor certifies that all work which this disbursement is requested has been performed in accordance with the Agreement and the Plans and Specifications.
4. This Request for Disbursement is accompanied by the following:
  - a. construction photographs documenting the stages of construction;
  - b. Lien waivers from Contractor and any subcontractor or supplier providing labor or materials included in such disbursement being requested.

CONTRACTOR NAME: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT B  
To Construction Agreement**

**AFFIDAVIT OF COMPLETION**

STATE OF NEW JERSEY

§

§

COUNTY OF

§

Except as otherwise specified herein, all capitalized terms have the meaning ascribed to them in the Construction Agreement between Homeowner and Contractor.

BEFORE ME, the undersigned notary public for the State of New Jersey, personally appeared the undersigned Affiant, known to me to be a credible person, and after being by me duly sworn, upon oath stated and affirmed that:

1. "My name is \_\_\_\_\_ ("Affiant"). I am the \_\_\_\_\_ [title] of \_\_\_\_\_, referred to in this affidavit as "Contractor". Contractor's address is \_\_\_\_\_.
2. I have personal knowledge of the facts stated herein and the full authority to make these representations, and to bind Contractor to these representations.
3. Contractor has performed work pursuant to a written "Construction Agreement" with \_\_\_\_\_ (the "Homeowner"). Homeowner's address is \_\_\_\_\_.
4. The legal description of Homeowner's property where Contractor performed work under the Construction Agreement is as follows (the "Real Property"):

- 
5. The Improvements that Contractor provided under the Construction Agreement are \_\_\_\_\_ generally \_\_\_\_\_ described \_\_\_\_\_, and the Improvements were completed to Final Completion on \_\_\_\_\_.

6. **Notice.** ANY SUBCONTRACTOR OR OTHER LIEN CLAIMANT MAY NOT HAVE A LIEN ON RETAINED FUNDS UNLESS THE CLAIMANT FILES AN AFFIDAVIT CLAIMING A LIEN NO LATER THAN THE 30TH DAY AFTER THE DATE OF COMPLETION."

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Affiant Signature:**

\_\_\_\_\_

**Printed Name:**

\_\_\_\_\_

**THE STATE OF NEW JERSEY**

§

**COUNTY OF \_\_\_\_\_**

§

§

**SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.**

(seal)

\_\_\_\_\_  
**Notary Public, State of New Jersey**

**EXHIBIT C**  
**To Construction Agreement**

**CONTRACTOR’S LIEN WAIVER AFFIDAVIT**

STATE OF NEW JERSEY §  
 COUNTY OF \_\_\_\_\_ §

Except as otherwise specified herein, all capitalized terms have the meaning ascribed to them in the Construction Agreement between Homeowner and Contractor.

BEFORE ME, the undersigned notary public for the State of New Jersey, personally appeared the undersigned Affiant, known to me to be a credible person, and after being by me duly sworn, upon oath stated and affirmed that:

1. “My name is \_\_\_\_\_ (“Affiant”).
2. I am the \_\_\_\_\_ [title] of \_\_\_\_\_, referred to in this affidavit as “Contractor”.
3. I have personal knowledge of the facts stated herein and the full authority to make the representations on behalf of Contractor.
4. Contractor has performed work pursuant to a written “Construction Agreement” with \_\_\_\_\_ (the “Homeowner”).
5. The legal description of Homeowner’s the property where Contractor performed work under the Construction Agreement is as follows (the “Real Property”):  
 \_\_\_\_\_.
6. Contractor has paid each of its subcontractors, laborers, or materialmen in full for all labor and materials provided to the Real Property, except for the specific amounts owed to the persons identified below, all of which will be paid from funds paid in reliance on this Affidavit.

Name of Payee	Address	Telephone No.	Amount Owed
1.			
2.			
3.			
4.			

5.			

**7. CHECK ONE OF THE FOLLOWING:**

- This is an **INTERIM LIEN WAIVER** (if this section is not completed, this Affidavit will be construed as a full and final lien waiver): In consideration of payment in the sum of \$\_\_\_\_\_, receipt whereof is hereby acknowledged, Contractor **DOES HEREBY FOREVER RELEASE AND DISCHARGE ALL LIENS, LIEN RIGHTS, AND OTHER CLAIMS** of every kind whatsoever which Contractor now has, or may hereafter have, against Homeowner, \_\_\_\_\_ County, New Jersey or the Real Property (without limitation, all mechanic’s and materialman’s liens), on account of any materials or services furnished by Contractor or Contractor’s employees under the Construction Agreement through \_\_\_\_\_ (the **“Cutoff Date”**).
  
- This is a **FINAL LIEN WAIVER**: In consideration of payment of all sums owed under the Construction Agreement, receipt whereof is hereby acknowledged, Contractor **DOES HEREBY FOREVER RELEASE AND DISCHARGE ALL LIENS, LIEN RIGHTS, AND OTHER CLAIMS** of every kind whatsoever which Contractor now has, or may hereafter have, against Homeowner or the Real Property (without limitations, all mechanic’s and materialman’s liens), on account of any materials or services furnished by Contractor or Contractor’s employees under the Construction Agreement. This Lien Waiver Affidavit represents the final waiver of all liens and claims by Contractor against Homeowner, the Real Property, or otherwise with respect to the Construction Agreement. No further work, labor, services or materials remain to be provided on the Property by Contractor.]

**8. Contractor shall INDEMNIFY AND HOLD HARMLESS Homeowner, the Program, the Escrow Agent, the RREM PM and the State of New Jersey from all liability, cost, or expense, including attorneys’ fees and court and other costs, from any false or incorrect information in this Affidavit, and from any claim or action by Contractor or any person claiming by, through, or under Contractor with respect to the representation and waivers in this Affidavit.**

**9. Contractor certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549 “Disbarment and Suspension.”**

**10. Contractor acknowledges a person commits an offense if the person intentionally, knowingly, or recklessly makes a false or misleading statement in this Affidavit as it is a Government Document, and a person signing this Affidavit is personally liable**

for any loss or damage resulting from any inclusion of false or incorrect information in the Affidavit.”

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Affiant Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

THE STATE OF NEW JERSEY

§

COUNTY OF \_\_\_\_\_ §  
§

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

(seal)

Notary Public

\_\_\_\_\_

**EXHIBIT C  
To Construction Agreement**

**SUBCONTRACTOR’S LIEN WAIVER AFFIDAVIT**

STATE OF NEW JERSEY §  
 COUNTY OF \_\_\_\_\_ §

Except as otherwise specified herein, all capitalized terms have the meaning ascribed to them in the Construction Agreement between Homeowner and Contractor.

BEFORE ME, the undersigned notary public for the State of New Jersey personally appeared the undersigned Affiant, known to me to be a credible person, and after being by me duly sworn, upon oath stated and affirmed that:

1. “My name is \_\_\_\_\_ (“Affiant”).
2. I am the \_\_\_\_\_ [title] of \_\_\_\_\_, referred to in this affidavit as “Subcontractor”.
3. I have personal knowledge of the facts stated herein and the full authority to make the representations on behalf of Subcontractor.
4. Subcontractor has performed work or provided materials pursuant to a subcontract or supply contract with \_\_\_\_\_ (“Contractor”);
5. Contractor is a party to a written “Construction Agreement” with \_\_\_\_\_ (the “Homeowner”).
6. The legal description of Homeowner’s property where Subcontractor performed work under its agreement with Contractor is as follows (the “Real Property”):  
 \_\_\_\_\_.
7. Subcontractor has paid each of its subcontractors, laborers, or materialmen in full for all labor and materials provided to the Real Property, except for the specific amounts owed to the persons identified below, all of which will be paid from funds paid in reliance on this Affidavit.

Name of Payee	Address	Telephone No.	Amount Owed
1.			
2.			

3.			
4.			
5.			

**8. CHECK ONE OF THE FOLLOWING:**

- This is an INTERIM LIEN WAIVER (if this section is not completed, this Affidavit will be construed as a full and final lien waiver):** In consideration of payment in the sum of \$\_\_\_\_\_, receipt whereof is hereby acknowledged, Subcontractor **DOES HEREBY FOREVER RELEASE AND DISCHARGE ALL LIENS, LIEN RIGHTS, AND OTHER CLAIMS** of every kind whatsoever which Subcontractor now has, or may hereafter have, against Homeowner, the Program or the Real Property (without limitation, all mechanic’s and materialman’s liens), on account of any materials or services furnished by Subcontractor or Subcontractor’s employees under its agreement with Contractor through \_\_\_\_\_ (the “Cutoff Date”).
  
- This is a FINAL LIEN WAIVER:** In consideration of payment of all sums owed under the Construction Agreement, receipt whereof is hereby acknowledged, Contractor **DOES HEREBY FOREVER RELEASE AND DISCHARGE ALL LIENS, LIEN RIGHTS, AND OTHER CLAIMS** of every kind whatsoever which Contractor now has, or may hereafter have, against Homeowner, the Program or the Real Property (without limitations, all mechanic’s and materialman’s liens), on account of any materials or services furnished by Contractor or Contractor’s employees under the Construction Agreement. This Lien Waiver Affidavit represents the final waiver of all liens and claims by Contractor against Homeowner, the Real Property, or otherwise with respect to the Construction Agreement. No further work, labor, services or materials remain to be provided on the Property by Contractor.]

**9. Subcontractor shall INDEMNIFY AND HOLD HARMLESS, Contractor, Homeowner and the Program, Escrow Agent, RREM PM, and the State of New Jersey from all liability, cost, or expense, including attorneys’ fees and court and other costs, from any false or incorrect information in this Affidavit, and from any claim or action by Subcontractor or any person claiming by, through, or under Subcontractor with respect to the representation and waivers in this Affidavit.**

**10. Subcontractor certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549 “Disbarment and Suspension.”**



**11. Subcontractor acknowledges a person commits an offense if the person intentionally, knowingly, or recklessly makes a false or misleading statement in this Affidavit, and a person signing this Affidavit is personally liable for any loss or damage resulting from any false or incorrect information in the Affidavit.”**

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Affiant Signature:**

\_\_\_\_\_

**Printed Name:**

\_\_\_\_\_

**THE STATE OF NEW JERSEY** §

COUNTY OF \_\_\_\_\_ §

**SWORN TO, SUBSCRIBED AND ACKNOWLEDGED** before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

(seal)

\_\_\_\_\_  
**Notary Public, State of New Jersey**

**EXHIBIT D**  
**To Construction Agreement**



**New Jersey Reconstruction, Rehabilitation, Elevation, and Mitigation (RREM)  
Program**

<b>FINAL BILLS PAID AFFIDAVIT BY GENERAL CONTRACTOR</b>	
<b>Applicant Name</b>	<b>Applicant ID #</b>
<b>Applicant Address</b>	
<b>General Contractor Name</b>	<b>General Contractor Address</b>

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ (hereinafter referred to as "Contractor"), known to me to be a credible person, and after being by me duly sworn, upon oath stated and affirmed that:

"My name is \_\_\_\_\_ and I am the \_\_\_\_\_ [title] of \_\_\_\_\_ (construction firm name), hereafter sometimes referred to in this affidavit as "Contractor". Contractor's business address is \_\_\_\_\_. The undersigned Contractor has personal knowledge of the facts stated herein and has full authority to make the agreements in this affidavit on behalf of Contractor.

Pursuant to and in accordance with a written construction contract between \_\_\_\_\_, Contractor, and \_\_\_\_\_, Homeowner, Contractor furnished materials and labor for the construction, renovation, or repair of improvements located on or relating to project known as \_\_\_\_\_ located at \_\_\_\_\_, of \_\_\_\_\_, County, New Jersey, legally described as \_\_\_\_\_. All work provided for under said written construction contract, together with all changes and supplements thereto, has been fully completed in accordance with the terms and provisions thereof.

Contractor has paid each of its subcontractors, laborers, suppliers and materialmen in full for all labor and materials provided to Contractor for or in connection with the construction, renovation, or repair of improvements on or relating to the subject Property, or any portion thereof, excepting only the amounts owed for the following specified bills to the persons identified below. Contractor warrants and represents that the following specified bills will be paid to Contractor by Owner/Administrator in reliance on this Final Bills Paid Affidavit:

Name of Payee	Address	Telephone No.	Amount Owed
1.			
2.			
3.			
4.			
5.			

Other than the above specified bills owed to the above referenced persons, Contractor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or materialmen for or in connection with the furnishing of labor or materials, or both, for the construction, renovation, or repair of improvements located on or related to the subject Property.

In consideration of the funds paid to Contractor by Owner/Administrator and by Lender on behalf of Owner/Administrator in reliance on this affidavit, Contractor will allow the RREM Program Manger to act as Mediator/Arbitration Panel for any claims filed under New Jersey Statutes Title 2 §2A:44A-21, conditioned on the actual payment or collection if payment is made by check or draft.

Contractor further understand that this Final Bills Paid Affidavit is being given pursuant to consistent with Title 2A Sections 44a-2 and Section 2A:44A-21 and that the intentional, knowing, or reckless making of a false or misleading statement in this Affidavit constitutes falsification of a government document.

Contractor hereby indemnifies and holds harmless Owner/RREM Program Managers from any and all claims, demands or causes of action, and any costs, expenses, and attorney's fees incurred in connection therewith, arising from or connected with, the statements and representations contained herein."

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
[Name of General Contractor Firm]

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

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

Title: \_\_\_\_\_

**Notary's Acknowledgement**

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Final Bills Paid Affidavit, acknowledged that he/she has the authority to make this Final Bills Paid Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires \_\_\_\_\_  
\_\_\_\_\_

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**EXHIBIT D: GENERAL CONTRACTOR PREFERENCES**

If placed into the Qualified Contractor Pool, \_\_\_\_\_

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requests that RREM Program Managers consider the company for the following:

“Zone 1” Atlantic County	YES	NO
“Zone 2” Bergen County	YES	NO
“Zone 3” Cape May County	YES	NO
“Zone 4” Essex County	YES	NO
“Zone 5” Hudson County	YES	NO
“Zone 6” Middlesex County	YES	NO
“Zone 7” Monmouth County	YES	NO
“Zone 8” Ocean County	YES	NO
“Zone 9” Union County	YES	NO

Does Respondent have a DMPC Notice of Classification designation?

# \_\_\_\_\_ YES NO

Preferred Program

Reconstruction	YES	NO
Rehabilitation	YES	NO
Both Reconstruction/Rehab	YES	NO
Elevation Only	YES	NO
Modular Only	YES	NO
Manufactured Housing Units	YES	NO
ALL PROGRAMS	YES	NO

**EXHIBIT E: Form 11.17**

Link will be placed on website as it is an excel spread sheet.



**EXHIBIT F: AFFIDAVIT OF NON-COLLUSION**

**Homeowner Rehabilitation, Reconstruction,  
Elevation and Mitigation Program  
The State of New Jersey  
Request for Qualifications  
Qualified Contractor Pool**

**AFFIDAVIT ON NON-COLLUSION**

County of \_\_\_\_\_ §  
State of \_\_\_\_\_ §

Comes now, \_\_\_\_\_ an authorized representative of \_\_\_\_\_, a Respondent to the Request for Qualifications for the Qualified Contractor Pool and having personal knowledge of the facts asserted herein makes the following statement:

“The pricing submitted with this response, has been done independently of all other contractors not included by name in the response associated with this affidavit. To my knowledge, there has been no attempt to work with other companies or persons to establish a price of the sample housing by agreement with others to artificially raise or lower the price of the house.

“To the extent that we have worked with material suppliers and subcontractors, it has been in good faith without any attempt to establish a price for the home for any other pricing submission other than our own.”

Further the Affiant sayeth not.

\_\_\_\_\_  
Signature

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2013, \_\_\_\_\_ appeared before me and after having provided proper proof of identification, made the foregoing statement.

\_\_\_\_\_  
Notary

**EXHIBIT H: REQUIRED COVERAGES**

**Insurance Requirements:** Respondent(s) shall provide proof of the minimum insurance coverage amounts identified below. Proof of insurance shall be issued by a company that is licensed to do business in the State of New Jersey and that has a rating equal to or exceeding A-VII from A.M. Best.

1. A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of \$1 million per occurrence and \$2 million general aggregate, and \$2 million products/completed operations aggregate;
2. An automobile liability policy with a combined single limit of \$1 million per accident for bodily injury and property damage to include owned, hired and non-owned autos;
3. Workers' compensation policy providing statutory benefits and employer's liability at a limit of \$1 million per occurrence;
4. Respondent(s) must provide proof that they will be able to provide a hazard insurance policy on a builder's all risk or special causes of loss policy form with a broad form named insured and with loss payable endorsements acceptable to RREM insuring the Improvements (to the extent they are insurable) and all materials and supplies purchased with advances hereunder against all risks and losses, to include (i) flood and named windstorm coverage for Construction Contract Amount, and (ii) and an allowance for occupancy by Property ODR if Property ODR is remaining in the home during construction;

**EXHIBIT I: PLAN SETS**

Link to follow on Website

**EXHIBIT J. SCOPE OF WORK FOR REHAB BID**

Link to follow on Website