

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
Division of Housing and Community Resources

**CONTRACT FOR
WEATHERIZATION SERVICES**

BETWEEN THE

**WEATHERIZATION ASSISTANCE PROGRAM
OF**

**Agency name
(Hereinafter referred to as the "Agency")**

AND

**Contractor name
(Hereinafter referred to as the "Contractor")**

FOR

CONTRACT #

GRANT AGREEMENT #

JOB ORDER #

DIVISION OF HOUSING AND COMMUNITY RESOURCES

WEATHERIZATION ASSISTANCE PROGRAM

This Agreement is made this ____ day of _____, 20__ by the Agency name, hereinafter referred to as the "Agency", and Contractors name , hereinafter referred to as the "Contractor".

I. CONTRACT DOCUMENTS

1. The Contractor shall perform all work in accordance with this contract and the incorporated documents enumerated below. This agreement between the Contractor and the Agency is solely based on this contract and incorporated documents that describe the plans, time schedules, work and material specifications, and the method for payment of the contract sum. Any amendment to this contract and the enumerated documents shall be in writing. The incorporated documents are as follows:

- a. This agreement with any supplemental agreements and the conditions attached hereto;
- b. The Specifications for Weatherization Materials found in Appendix A of the Department of Energy 10 CFR Part 440 as per Weatherization bulletin # 403;
- c. The individual job descriptions found on the Building Check and Job Order Sheets;
- d. Any work change orders to be issued;
- e. The New Jersey Weatherization Assistance Program Weatherization Installation Standards.
- f. Weatherization Assistance Program Guidelines

2. This Agreement and the documents incorporated by reference together form the entire contract for the Weatherization work to be performed by the Contractor.

II. CONTRACT PRICE

3. The Agency will pay the Contractor for the delivery of services defined in workscopes prepared by the agency's field technicians. Payment will be consistent with the per-unit price outlined in **(What we will use to replace the outdated policies).** **Discussions will lead to a decision.** Payment is subject to the terms and conditions described therein.

III. GENERAL CONDITION

4. No work shall begin until the Agency issues a written ORDER TO PROCEED, with an attached TIMETABLE for the delivery of services by the Contractor. If the order is not received by the Contractor within thirty (30) days from the date of bid, the Contractor has the option of withdrawing his bid and proposal.

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5. The Contractor shall provide supervision, technical personnel, labor, machinery, tools, equipment, weatherization materials, and services. The Contractor shall perform all work required in a workmanlike manner acceptable to the Agency and in accordance with the Specifications for the Weatherization Materials (Appendix A Department of Energy 10 CFR 440) , Weatherization Installation Standards and Weatherization Assistance Program Guidelines..

6. The Contractor agrees to indemnify and hold harmless the Agency and its employees from any and all suits, actions, or claims of any character, time and description brought for or on account of any damages, losses and expenses, including legal fees arising out of the performance of the work described herein, allegedly caused in whole or in part by the Contractor's negligent act, commission or omission, or that of any subcontractor, or third party, or that of anyone employed by them or for whose acts the Contractor or subcontractor may be liable.

7. All work is to be completed in a timely manner acceptable to the agency. Where materials are purchased by the Contractor and delays in the delivery of material ensue, the Contractor shall submit a letter to the Agency requesting additional time warranted by such delay. Agency approved extensions will be granted in writing only pursuant to Paragraph twenty-two (22).

8. The Contractor shall not discriminate against an employee, applicant for employment, supplier of materials, or weatherization program client because of race, sex, creed, color, or national origin, and will comply with all federal, state, and local laws, regulations, and requirements concerning same.

9. The Contractor shall:

a. Keep the premises clean and orderly during the course of the work and remove and properly discard of all debris caused by his presence upon completion of work.

b. Permit the Agency or its designee, at any time and without notice, to examine and inspect all weatherization work, whether completed or in progress, pursuant to this contract.

c. Be held responsible for the replacement or repair of any materials damaged by the Contractor.

d. Save and store safely, for a period of three years commencing with receipt of the final contract payment, all records pertaining to the work performed pursuant to this contract.

e. Obtain, post, and provide Agency a copy of all permits and or other Municipal Construction Official approvals prior to the commencement of any work pursuant to this contract.

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10. The Agency shall arrange for removal of obstructing storage in attics, basements, or in any part of the house which would prevent work from being completed. The Agency may choose to include this service in the job specifications upon which the Contractor has bid. This information is included in the Building Check and Job Order Sheet.

11. All work performed by the Contractor in the fulfillment of the Contract shall be guaranteed by the Contractor for a period of two (2) years from the date of final approval by the Agency. Defective items shall either be replaced or repaired at the discretion of the Agency, at no additional cost to the Agency. The Contractor shall remedy all defects under this Guarantee within thirty (30) days after being notified by the Agency of the existence of the defect. Examples of defective work include, but are not necessarily limited to, non-compliance with the Specifications for Weatherization Materials and/or the New Jersey Weatherization Assistance Program Installation Standards.

12. Failure on the part of the Agency to discover faulty or defective work will not release the Contractor from responsibility within the guarantee period.

13. Notwithstanding any other provision of this contract or any other document, the contract between the Agency and the New Jersey Department of Community Affairs for weatherization services does not confer any third-party interest, standing or rights upon the Contractor who is a party to this contract, nor to any subcontractor hired by the Contractor.

IV. CERTIFICATION AND PAYMENT

14. Upon satisfactory completion of each dwelling unit but before final inspection of same by the Agency inspector, the Contractor shall submit a completed Building Check and Job Order Sheet to the Agency.

15. Upon receipt of the completed Building Check and Job Order Sheet, an Agency inspector will conduct a final inspection on each property completed.

16. When the Contractor has completed all work, he shall so notify the Agency by submitting a REQUEST FOR PAYMENT.

17. The Agency shall make final payment within thirty (30) days of receipt of the REQUEST FOR PAYMENT, or within thirty (30) days of the final satisfactory Agency inspection, whichever is later.

18. If the Contractor is required to perform work on more than one dwelling and the Contractor has completed work on one or more, but not on all dwellings, but is delayed through no fault of his own from fully performing the contract, he shall so notify the Agency in writing. If the reasons for the delay are accepted by the Agency, work on another dwelling may be authorized by the Agency. The Contractor may also request that the Agency inspect and approve certification of payment for any dwellings already completed at the time that the delay occurs.

19. The Weatherization manager shall recommend certification of the Contractor for payment

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after final satisfactory inspection and approval of all completed work within thirty (30) days of Contractor's REQUEST FOR PAYMENT, except otherwise agreed upon pursuant to this paragraph and or paragraph twenty-two (22)., Work Change Orders.

20. When the Agency inspector certifies that the work performed or a part of the work performed does not conform to the terms of the contract documents, the Contractor shall, within fourteen (14) days correct such defective work and shall be solely responsible for the entire cost to bring the work into conformance as determined by the Agency inspector. .

21. Where good cause is shown for a delay in the work by the Contractor, the Agency shall make a determination specifying alternative payment procedures and/or an extension of the time allocated for performance of the contract based upon confirmation of said delay. Such cause may include, but not be limited to, any of the following: changes in the work and/or services to be performed; labor disputes; fire; natural disasters; unavoidable casualty or damage to materials or equipment; delay in receiving materials; an act of neglect of the owner or tenant.

V. WORK CHANGE ORDERS

22. All deviations from the terms and conditions of the contract shall be subject to written approval by the Agency. If the Contractor determines such deviation is necessary to complete the work, he shall first request Work Change Orders in the nature of additional time and/or modification of tactics, by submitting a written statement to the Agency describing the deviation and specifying the cause and anticipated cost of such changes. Any adjustment in the contract sum shall be determined by mutual agreement, in writing, by the Agency and the Contractor.

VI. LIQUIDATED DAMAGES

23. It is understood that the Agency. shall impose a \$30 penalty for each punch-list item of non-conformance specifications on completed units, discovered by the Agency Inspector at the time of inspection or otherwise observed.. The Agency inspector shall have the sole authority under this contract to determine if a punch-list item is workmanship inconsistent with work write-up and/or specifications attached.

If a property is not completed within the time specified in the contract agreement, plus any extension of time allowed pursuant thereto, the actual damages owed by the Contractor to the Agency because of any such delay will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of such delays would be the sum of two hundred dollars (\$____) per day for each day of delay in fully completing the contract agreement and any extensions of time allowed thereunder, as determined by the Agency. **To avoid liquidated damages, the Contractor shall maintain constant communication with weatherization field staff.**

VII. INSURANCE

24. **TEXT NEEDED**

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- a. Before any work shall commence, the Contractor shall submit one (1) copy of his Workmen's Compensation and Manufacturers and Contractors Public Liabilities Insurance policies to the Agency for review and written approval. If the Fidelity Bonding is required by the Agency, the Contractor shall submit one (1) copy for the estimated work period.
- b. The Contractor shall carry Workman's Compensation Insurance for all his employees in at least the minimum amount required by state law. The Contractor shall only engage subcontractors who comply with the state's Workmen's Compensation Laws. All liability which may arise for failure to comply with this paragraph shall be borne by the Contractor.
- c. The Contractor shall carry Manufacturer's and Contractor's Public Liability Insurance which shall include coverage for acts and omissions of independent contractors or subcontractors, Pollution Occurrence, subcontractor and third party public and private invitee and trespasser liability. Such policy shall include the minimum coverage of three hundred thousand dollars (\$300,000 for shell or \$500,00 for heating systems) for each occurrence of bodily injury and three hundred thousand dollars (\$300,000 for shell or \$500,00 for heating systems) for each occurrence of property damage.

VIII. LIMITATION OF AGENCY LIABILITY TO THE CONTRACTOR

25. Payment to any subcontractor shall be the sole obligation of the Contractor. The Contractor shall indemnify and hold the Agency harmless against any and all claims of any subcontractor or third party due to any alleged breach of contract, claim of negligence, products liability, claim under the Consumer Fraud Act, any other statutory claim or any other act or omission alleged against the Contractor.

IX. OTHER REQUIREMENTS

27. The Contractor hereby acknowledges receipt of the specifications for Weatherization Materials for the Weatherization Program provided by the Agency. In addition, the Contractor hereby agrees to comply with all specifications, requirements, terms, and material contained in the Specifications for Weatherization Materials document.

28. It is the responsibility of the Contractor to ensure that all work and operations performed pursuant to this contract will comply with all applicable Federal, State, County, and Local laws, codes, and regulations pertaining to the scope of work to be performed. This responsibility includes, but is not necessarily limited to, application and payment for any required permits and compliance with Lead Safe Work Practices.

29. The Contractor agrees not to file or otherwise assert, prosecute, suffer, or permit mechanic's or material man's liens to be filed or continued against any property on which the Contractor performs work pursuant to this contract. In the event that any

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such lien shall nevertheless be filed, the Contractor agrees to take all steps necessary and proper for the release and discharge of such lien in the manner required by law.

In default of performing such obligation, the Contractor agrees to indemnify and reimburse the owner of the property for all monies paid by the owner in releasing, satisfying, and discharging of such liens, including reasonable attorney's fees. The Contractor further agrees to incorporate a provision identical to this one in any subcontract it may enter into with subcontractors or third parties to complete work under the terms of this contract so that the provision will be binding on the subcontractor and or third party.

30. Temporary Suspension of Contract

a. If, at any time during the period covered in this contract, the work set forth in the bid proposal, in the opinion of the Agency, cannot be continued in such manner as to adequately fulfill the intent of the Weatherization Program, due to Act of God, strike, or other disaster, the Agency may, at its discretion, upon two (2) days written notice to the Contractor, suspend the contract indefinitely, until the interference due to the above mentioned Act of God, disaster, or other danger has passed, at which time, upon two (2) days written notice being received and the interruption having ceased in the determination of the Agency, the contract shall be reinstated and, therefore, remain in full force and effect until the contract period stated in terms of actual duration days has been fulfilled.

b. During this term of suspension, the Agency shall retain and hold available any and all funds approved for application to the Contractor and shall not, during this period, otherwise expend or apply them, the funds to be held in readiness for immediate reinstitution of this contract

31. Termination or Suspension for Cause

a. If through any cause the Contractor shall fail to fulfill in a timely manner, it's obligations under this contract, or in the event of violation of any of the covenants contained herein, the Agency shall thereupon have the right to terminate or suspend this contract by giving written notice to the Contractor specifying the effective date of termination or suspension and the reasons for same. In such event, all records shall be returned to the Agency by the Contractor within three (3) working days after receipt of notice of termination or suspension of contract.

b. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of contract by the Contractor, and the Agency may withhold any payments hereunder until such time as the exact amount of restitution and reimbursement due to the Agency from the Contractor has been determined.

32. Termination for Convenience

The Agency and the Contractor may mutually agree to terminate this contract at any time upon whatever terms may be acceptable to both parties. [INSERT TERMS]

33. Amendments

This contract shall not be subject to any previous, amendment, extension or revision by any

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previous, contemporary, or subsequent purported written or oral statement or agreement except as the Agency may order. Amendment, alteration, extension or revision subsequent to the effective date of this contract shall be effective to the extent to which a properly submitted amended proposal or request for revision or extension is considered, approved and made a part hereof by the Agency, in writing.

X. ENTIRE AGREEMENT

35. This contract, when signed by the Agency and the Contractor, constitutes the full and complete understanding of both parties and may not be in any manner interpreted or fulfilled in contradiction of its expressed terms as provided herein. This contract consists of this document, the incorporated documents enumerated in Paragraph one (1), and any Addenda listed below.

Addendum 1 – All prices submitted in the “_____” will be honored by the contractor for the length of this contract. The Agency agrees to review and give consideration to contract amendments should there be any significant increases in inflation or other factors in the economy.

Addendum 2 – The Agency is expecting a 2 ½ week turnaround time on job order sheets once they are faxed. Punch list items must be completed within 1 week of notification unless correction requires a special order in which case the Weatherization Manager or Unit Director will determine the appropriate turnaround time. Failure to deliver quality services in a timely manner will result in contract termination as stated in item # 31.

The Parties heretofore set their hands and seals on the date first above written attesting to the above agreed upon terms of contract.

AGENCY

By: _____
Executive Director

Signature _____
Date

CONTRACTOR

By: _____
Name and Title

Signature _____
Date

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WEATHERIZATION ASSISTANCE PROGRAM

ATTACHMENT D

CONTRACT #
GRANT AGREEMENT #

ORDER TO PROCEED

THIS ORDER CONSTITUTES AUTHORIZATION BY THE Agency name FOR
Contractor's name TO BEGIN DELIVERY OF SERVICES CONTRACTED FOR
UNDER THE TERMS OF CONTRACT # _____
NO LATER THAN (DATE) AND TO END NO LATER THAN (DATE).

Director's name
Director of Operations

Agency name