

**CONTRACT FOR
WEATHERIZATION SERVICES**

BETWEEN

**WEATHERIZATION ASSISTANCE PROGRAM
OF**

(Hereinafter referred to as the "Agency")

AND

(Hereinafter referred to as the "Contractor")

FOR

CONTRACT # _____
JOB ORDER # _____ **THROUGH #** _____
GRANT AGREEMENT # _____

This Agreement is made this _____ day of _____ by the _____, hereinafter referred to as the "AGENCY", and _____, hereinafter referred to as the "CONTRACTOR".

I. CONTRACT DOCUMENTS

1. The Contractor shall perform all work in accordance with the terms of this contract and the incorporated documents enumerated below. This agreement between the Contractor and the Agency is based on this Contract and incorporated documents which describe the plans, time schedules, work and material specifications, and the method for payment of the contract sum. The incorporated documents are as follows:
 - a. This agreement with any supplemental agreements and conditions attached hereto;
 - b. The Specifications for Weatherization Materials found in Weatherization Bulletin #403 dated January 8, 2002;
 - c. The individual job descriptions found on the attached Building Check and Job Order Sheets, Pkg. Numbers _____ through _____ inclusive;
 - d. Any work change orders to be issued;
 - e. The New Jersey Weatherization Assistance Program Weatherization Installation Standards.
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. CONTRACTOR PRICE

3. The Agency will pay the Contractor for the performance of the contract the sum of \$_____. Payment of this amount is subject to the terms and conditions described herein.

III. GENERAL CONDITIONS

- 4. No work shall begin until the Agency issues a written ORDER TO PROCEED, with and 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 the bid, the Contractor has the option of withdrawing his bid and proposal.**
- 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 worker like manner acceptable to the Agency and in accordance with the Specifications For Weatherization Materials (Weatherization Bulletin #403 dated January 8, 2002) and the New Jersey Weatherization Assistance Program Weatherization Installation Standards.**
- 6. The Contractor must return one copy of the TIMETABLE to the Agency and commence work within five (5) working days after issuance of the ORDER TO PROCEED. At the option of the Agency this contract may be cancelled by the failure of the Contractor to begin work on the dated specified.**
- 7. The Contractor agrees to indemnify the Agency and its employees from and against 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 performance of the work described herein, caused in whole or in part by the Contractor's negligent act or omission, or that of any subcontractor, or that of anyone employed by them or for whose acts the Contractor or subcontractor may be liable.**
- 8. 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 materials 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).**
- 9. The Contractor shall not discriminate against any 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.**

10. **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 the 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.**
11. **The Agency shall arrange for removal of any 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 on the Building Job Order and Check Sheet.**
12. **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. 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.**
13. **Failure on the part of the Agency to discover faulty or defective work will not release the Contractor from responsibility within the guaranty period.**
14. **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 status upon the Contractor who is a party to this Contract, nor to any subcontractor hired by the**

Contractor.

IV. CERTIFICATION AND PAYMENT

15. Upon satisfactory completion of each dwelling but before final inspection of same by the Agency Inspector, the Contractor shall submit a completed Building Check and Job Order Sheet.
16. Upon receipt of the completed Building Check and Job Order Sheet, an Agency Inspector will conduct final inspection on each property completed.
17. When the Contractor has completed all work, he shall so notify the Agency by submitting a REQUEST FOR PAYMENT.
18. The Agency shall make final payment within thirty (30) days of the final satisfactory Agency Inspection, whichever is later.
19. If the Contract provides for work to be performed on more than one dwelling and the Contractor has completed work on one or more, but not 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 delay are accepted by the Agency, work on another dwelling may be authorized. The Contractor may also request that the Agency inspect and approve for certification and payment any dwelling or dwellings already complete at the time that the delay occurs.
20. The Weatherization Manager shall recommend certification of the Contractor for payment after final satisfactory inspection and approval of all completed work within thirty (30) working days of Contractor's REQUEST FOR PAYMENT, except if otherwise agreed upon pursuant to Paragraphs twenty-two (22) or nineteen (19) of this Agreement.
21. 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 bear the entire cost of doing so.
22. When 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 is not limited to, any of the

following: changes in the work and/or services to be performed; labor disputes; fire; natural disasters; unavoidable causality or damage to materials or equipment; delay in receiving materials; an act or neglect of the dwelling owner or tenant.

V. WORK CHANGE ORDERS

23. All deviations from the terms and conditions of the contract will be subject to written approval from 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. In no case may the cumulative effect of all Work Change Orders increase the total contract sum by an amount exceeding ten percent (10%) of the original amount.

VI. LIQUIDATED DAMAGES

24. It is understood and agreed that, if said properties are not completed within the time specified in the Contract Agreement, plus any extension of time allowed pursuant thereto, the actual damages 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 (\$200) per day for each day's delay in fully completing said properties beyond the time specified in the Contract Agreement and any extensions of time allowed there under.

VII. INSURANCE

25. a. Before execution of the contract, the Contractor shall submit one (1) copy of his Workmen's Compensation and Manufacturers and Contractors Public Liability Insurance policies. If Fidelity Bonding is required by the Agency, the Contractor shall submit one (1) copy of the record.
- b. The Contractor shall carry Workmen'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 Manufacturers' and Contractors' Public Liability Insurance which shall include coverage for acts of independent contractors or subcontractors. Such policy shall include the minimum coverage of three hundred thousand dollars (\$300,000) for occurrence of bodily injury and three hundred thousand dollars (\$300,000) for each occurrence of property damage.**

VIII. LIMITATION OF AGENCY LIABILITY TO CONTRACTOR

- 26. Payment to any subcontractor shall be the sole obligation of the Contractor. The Contractor shall indemnify the Agency against all claims of any character for any damage or loss suffered by any subcontractor due to any breach of contract or any other act or omission of the Contractor.**

IX. WAGE RATES

- 27. It is required that at least the minimum wage be paid to all workers, in an amount no less than the amount established by the New Jersey State Minimum Wage Laws.**

X. OTHER REQUIREMENTS

- 28. 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 similar material contained in the Specifications for Weatherization materials document.**
- 29. 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.**
- 30. The Contractor agrees not to file or otherwise assert, prosecute, suffer, or permit**

mechanic's or materialmen'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 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 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 under the terms of this agreement so that the provision will be binding on the subcontractor.

31. Temporary Suspension Of Contract

- a. If, at any time during the period covered by this contract, the work as set forth in the bid proposal, in the opinion of the Agency, cannot be continued in such a manner as to adequately fulfill the intent of statute or regulations, 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 concurred in by the Agency at its discretion, the Contract shall be reinstated and, therefore, remain in effect until the Contract period stated in terms of actual duration of days has been fulfilled.
- b. During the 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 the immediate reinstatement of this Contract.

32. Termination Or Suspension For Cause

- a. If through any cause the Contractor shall fail to fulfill in a timely and proper manner, its 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 the 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 this Contract by the Contractor, and the Agency may withhold any payments hereunder until such time as the exact amount of reimbursement due the Agency from the Contractor has been determined.

33. 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.

34. Amendments

- a. This Contract shall not be subject to any alteration, amendment, extension or rescision by any previous, contemporary, or subsequent purported written or oral statement or agreement except as the Agency may order. Amendment, alteration, extension or rescision subsequent to the effective date of this Contract will be effective to the extent to which a properly submitted amended proposal or request for rescision or extension is considered, approved and made a part hereof by the Agency.
- b. Contractor must adhere to lead safe practice.

XI. ENTIRE AGREEMENT

- 35. This Contract, when signed by the Agency and the Contractor, constitutes the full**

and complete understanding of all 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 Addendums listed below.

(Contractor)

By: _____

date: _____

By: _____

(Agency Director)

date: _____

In Witness thereof, the parties hereto have caused this agreement to be executed in three (3) original copies on this _____ day of _____, 20__ .

CONTRACT # _____

JOB ORDER # _____ THROUGH # _____

GRANT AGREEMENT# _____

**TIMETABLE FOR
DELIVERY
OF SERVICES**

Please return one copy of this schedule immediately after receiving your ORDER TO PROCEED.

**SEND TO: Michele Brown-Williams
Weatherization Dept.
Camden County O.E.O.
5287 RT 70
Pennsauken, NJ 08109**

Weatherization bid package # _____

Work to begin: _____

Work to be completed: _____

I the undersigned do understand that I must complete the required work on the schedule specified above no later than the dates mentioned.

Signature _____ Date _____

Name of Company _____

ORDER TO PROCEED

This Order constitutes authorization by the

_____ **(Agency)**

for _____ to begin
(Contractor)

delivery of services contracted for under the terms of

Contract # _____ **no later than** _____

Sign: _____
(Executive Director)

(Name of Agency)