### HOUSING AUTHORITY OF THE BOROUGH OF CLIFFSIDE PARK

REQUEST FOR PROPOSALS FOR ARCHITECTURAL/ENGINEERING SERVICES

PROPOSALS DUE BY FEBRUARY 2, 2024 AT 10:00 A.M.

Contact Person Joseph Capano, Executive Director

Housing Authority of the Borough of Cliffside Park 500 Gorge Road Cliffside Park NJ 07010 (201) 941-0655

Façade Inspections & Structural Inspections at 500 & 550 Gorge Road in Accordance With Borough of Cliffside Park Borough Ordinances 2021-08 & 2021-09

## HOUSING AUTHORITY OF THE BOROUGH OF CLIFFSIDE PARK

#### CLIFFSIDE PARK, NEW JERSEY

## PROPOSAL PACKAGE ARCHITECTURAL/ENGINEERING SERVICES

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NAME OF RESPONDENT
ADDRESS

TELEPHONE NUMBER

## HOUSING AUTHORITY OF THE BOROUGH OF CLIFFSIDE PARK REQUEST FOR PROPOSALS

#### ARCHITECTURAL/ENGINEERING SERVICES

#### 1.0 BACKGROUND

The Housing Authority of the Borough of Cliffside Park was organized with the primary goal to provide a decent home in a suitable living environment for senior and disabled persons that cannot afford market rate rentals. The Authority's program is administered at the local level in accordance with State Law.

Financial assistance, general supervision, direction, and program guidance are provided by the U.S. Department of Housing and Urban Development.

The Housing Authority of the Borough of Cliffside Park is soliciting Architectural and Engineering proposals for various projects that are listed in 1.1.

Construction contract will be awarded, and that service will be provided throughout the construction period to project close-out.

#### 1.1 ACTIVITY FOR WHICH SERVICE IS REQUESTED

Proposals will be accepted for Architectural/Engineering services at the Authority's offices located at 500 Gorge Road Cliffside Park, New Jersey 07010 no later than 10:00 A.M. on February 2, 2024.

Service requested is as follows:

## Façade and Structural Inspections at 500 & 550 Gorge Road Buildings in Accordance with Borough of Cliffside Park Ordinances

- Perform the required inspection of buildings
- Perform a walk-through inspection of the buildings, as well as a visual inspection of the building exterior for the structural report
- Prepare and submit a written report of findings, signed and sealed by an engineer licensed in the State of NJ
- Perform the required façade inspection of the buildings
- Perform a walk-through inspection of the buildings, as well as a visual inspection of the exterior building façade for the façade inspection report
- Perform a walk-through of the apartments to verify the windows and doors per the façade checklist

Attached, please find Borough's Building Façade Checklist, which must be signed after inspection.

Respondents should make independent evaluations of all factors involved in providing services to the Authority. A site visit to familiarize yourself with the work involved is **encouraged**.

#### 2.0 INFORMATION REQUIRED FROM EACH RESPONDENT

Responses must include the following:

- a. A letter of interest, which includes a demonstration of understanding of the work to be performed (a statement that a physical inspection of the current proposed projects should be made; if an inspection was not made, explain how an understanding of the work to be performed was arrived.
- b. Demonstrate the ability of the specifically named lead consultant of the firm who will be personally charged with and have the primary obligation—to perform the requested service, by listing relevant specific experience; knowledge of local building codes; past performance in terms of cost control, quality of work, compliance with performance schedules; and a listing of general experience with Housing Authority modernization.
- c. Demonstrate the ability of other specifically named consultants of the firm who will assist the lead consultant, if applicable, by listing relevant specific experience; knowledge of local building codes; past performance in terms of cost control, quality of work, compliance with performance schedules and a listing of general experience with Housing Authority
- d. Provide evidence of ability to perform the services in a timely matter, by providing a timetable for services to be rendered.
- e. A certification that the consultant, firm, and any assistants are not debarred, suspended, or otherwise prohibited from participating in state or federal funded contracts.
- f. Requested compensation for professional services.
- g. Copy of policies or certificates of professional liability insurance policy, comprehensive general liability insurance policy, and workers' compensation insurance policy.
- h. A statement that the consultant agrees to add the Housing Authority of Cliffside Park as a certificate holder on all applicable insurance policies.
- i. Copy of applicable licenses.
- j. Standard HUD Form of Agreement Between Owner and Architect

#### 3.0 TIME OF PERFORMANCE

The contract for services is expected to be awarded at the February 5, 2024 Commissioners' meeting. Services should start on February 12, 2024 and end at completion/close-out. Services will be performed pursuant to the timetable submitted in the proposal and may be modified only if agreed to by the Housing Authority.

#### 4.0 SELECTION CRITERIA

The Housing Authority will select a consultant whose proposal is most advantageous to the program. The criteria for selection are:

- 1) Ability to perform the work
- 2) Capability to provide services in a timely manner
- 3) Possession of an active license in the State of New Jersey
- 4) Past performance in terms of cost control, quality of work, and compliance with performance schedules (in general)
- 5) Past performance in terms of cost control, quality of work, and compliance with performance schedules (specific housing authority work)
- 6) Knowledge of local building codes
- 7) Evidence that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State or local agency
- 8) Adequacy of insurance
- 9) General responsiveness to the request for proposal
- 10) Location of office

The above criteria will be evaluated based upon response to items listed in Section 2.0. Failure to comply with the directive may cause your proposal to be rejected as incomplete and non – responsive

#### 5.0 PROPOSAL SUBMISSION

Responses to the Request for Proposals are to be submitted no later than 10:00 A.M. on the  $2^{nd}$  day of February 2024.

The Housing Authority reserves the right to waive any informalities of the proposals and the right to reject all proposals.

#### 6.0 MODEL FORM OF RANKING PROPOSALS

Consultants who meet minimum requirements (see Section 1 below), will then be ranked according to applicable criteria (see Section 2 on following page).

Consultant:	Name			 _
	Address		 	 
	Telephone	<del></del>	 	

#### Section 1: Minimum requirements:

- 1) Did the consultant provide evidence of an active New Jersey License?
- 2) Did the consultant provide a statement that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State or local agency?
- 3) Did the consultant provide evidence of applicable insurance?

#### Section 2: Form of ranking proposals:

If the answer is yes to all three questions, the proposal will then be ranked as follows:

Selection Criteria	Points (Max 11)	Weight	<u>Total</u>
1) Ability to perform the work		x 1.5	
<ol> <li>Capability to perform services in a timely manner</li> </ol>	n	x 1.5	
3) Past performance in terms of			
cost control, quality of work, compliance with performance			
schedules (in general)		x 2.0	
<ol> <li>Documented experience in innovative design of the reques</li> </ol>	ted type of pro	iect	
x 1.5	ou type or pro	,	
5) Knowledge of local building co	des	x 1.5	
6) General responsiveness to RFP		x 1.0	
7) Location of office (proximity to	1		
Authority)		x 2.0	

#### **Total Points**

#### 7.0 MODEL FORM OF AGREEMENT FOR CONSULTING SERVICES

See attached Standard Form of Agreement Between Owner and Architect

**NOTE**: Sections of this form that are not applicable can be crossed out by consultant (with an initial by each cross-out)

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

OMB Approval No. 2577-0157 (exp. 11/30/2023)

### Model Form of Agreement Between Owner and Design Professional

#### Model Form of Agreement Between Owner and Design Professional

U. S. Department of Housing and Urban Development Office of Public and Indian Housing OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

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#### **Introduction to Agreement**

Agreement made as of the	_day of	in the year (yyyy) of
Between the Owner (Name & Address	s)	
and the Design Professional (Nan	ne, Address and Discipline)	
For the following Project (Include	detailed description of Project, Loca	ation, Address, Scope and Program Designation)
The Owner and Design Profession	onal agree as set forth bo	elow.

#### Article A: Services

#### A 1.0 Design Professional's Basic Services

- A. 1.1 Areas of Professional's Basic Services. Unless revised in a written addendum or amendment to this Agreement, in plan-ning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:
  - o Architecture
  - o Site Planning
  - o Structural Engineering
  - o Mechanical Engineering
  - o Electrical Engineering
  - o Civil Engineering
  - o Landscape Architecture
  - o Cost Estimating
  - o Construction Contract Administration

#### A 1.2 Phases and Descriptions of Basic Services.

A. 1.2.1 Schematic Design/Preliminary Study Phase. After receipt of a Notice to Proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions. Documents in this phase shall include:

- o Site plan(s)
- o Schedule of building types, unit distribution and bedroom count
- o Scale plan of all buildings, and typical dwelling units
- Wall sections and elevations
- o Outline specifications
- Preliminary construction cost estimates
- o Project specific analysis of codes, ordinances and
- o regulations Three dimensional line drawings

A. 1.2.2 Design Development Phase. After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- o Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- Outline specifications
- Cost estimates and analysis
- o Recommendations for phasing of construction
- Site plan(s)
- Landscape plan
- o Floor plans
- Elevations, building and wall sections
- o Updated three dimensional line drawings
- Engineering drawings

A. 1.2.3 Bidding, Construction and Contract Document Phase. After receipt of the Owner's written approval of Design Develop-ment Documents, the Design Professional shall prepare Construction Documents. After consultation with the Owner and Owner's attorney, if requested by the owner, the Design Professional shall also prepare and assemble all bidding and contract documents. The Design Professional shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall, include in a detailed, manner all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include:

- Solicitation for Bids
- Form of Contract
- Special Conditions
- General Conditions
- Technical Specifications
- Plans and drawings
- Updated cost estimates

A. 1.2.4 Bidding and Award Phase. After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- Responding to inquires
- Drafting and issuing addendum approved by Owner
- Attending prebid conference(s)
- Attending public bid openings
- Reviewing and tabulating bids
- o Recommending list of eligible bids
- Recommending award
- Altering drawings and specifications as often as required to award within the Estimated Construction Contract Cost

- A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work re-quired by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:
  - o Administer the Construction Contract.
  - Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
  - c Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
  - c At the Owner's written request, and as Additional Service, procure testing from qualified parties.
  - Monitor the quality and progress of the work and furnish a written field report weekly, semi monthly, This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design professional's failure to properly perform its duties and responsibilities. The Owner may direct additional monitoring but only as Additional Services.
  - Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
  - Review, approve and submit to Owner the Contractor Requests for Payment.
  - c Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
  - Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
  - Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
  - Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
  - Negotiate, prepare cost or price analysis for and countersign change orders.
  - c Prepare written punch list, certificates of completion and other necessary construction close out documents.
  - Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional.

- A. 1.2.6 Post Completion/Warranty Phase. After execution of the Certificate of Completion by the Owner, the Design Professional shall:
  - Consult with and make recommendations to Owner during warranties regarding construction, and equipment warranties.
  - o Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the Owner. At the Owner's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
  - Advise and assist Owner in construction matters for a period up to eighteen months after completion of the project, but such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the Design Professional.

A. 1.3 Time of Performance. The Design Professional's sched-ule for preparing, delivering and obtaining Owner's approval for Basic Services shall be as follows:

0	Schematic Design/Preliminary Study Documents within
	calendar days for the date of the receipt of a
	Notice to Proceed.

- Design Development Documents within \_\_\_\_\_\_ calendar days from the date of receipt of written approval by the Owner of Schematic Design/Preliminary Study documents.
- Bidding, Construction and Contract Documents within
   \_\_\_\_\_calendar days from the date of receipt of written
   approval by the Owner of Design Development Documents.

#### A. 2.0 Design Professional's Additional Services

A. 2.1 Description of Additional Services. Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

A. 2.2 Written Addendum or Contract Amendment. All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

#### Article B: Compensation and Payment B.

1.0 Basic Services

payment shall be compensation for all Basic Services required, performed, or accepted under this Contract.

B. 1.2 Payment Schedule. Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as follows:

Phase	Amount	
Schematic Design/Preliminary Study Phase \$		
Design Development Phase	\$	
Bidding, Construction & Contract Document Phase	\$	
Bidding & Award Phase	\$	
Construction Phase	\$	
Post Completion/ Warranty Phase	\$	
Total Basic Services	\$	

#### B. 2.0 Reimbursables

- B. 2.1 Reimbursable Expenses. The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount of \$ \_\_\_\_\_\_ Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below.
- B. 2.1.1 Travel Costs. The reasonable expense of travel costs incurred by the Design Professional when requested by Owner to travel to a location that lies outside of a 45 mile radius of either the Project site, Design Professional's office (s), and Owner's office.
- B. 2.1.2 Long Distance Telephone Costs. Long distance tele-phone calls and long distance telefax costs.
- B. 2.1.3 Delivery Costs. Courier services and overnight delivery costs.
- B. 2.1.4 Reproduction Costs. Reproduction and postage costs of required drawings, specifications, Bidding and Contract docu-ments, excluding the cost of reproductions for the Design Profes-sional or Subcontractor's own use.
- B. 2.1.5 Additional Reimbursables. The Design Professional and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursables shall not be limited by the Maximum Amount agreed to above. A separate Maximum Amount for these Reimbursables shall be established.

#### B .3.0 Additional Services

B. 3.1 Payment for Additional Services. The Owner will pay the Design Professional only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a

maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed for.

#### B. 4.0 Invoicing and Payments

- B. 4.1 Invoices. All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.
- B. 4.2 Time of Payment. Upon the Design Professional's proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conformance with the terms of the Agreement, make payment within thirty days of the Owner's receipt of the invoice.

#### Article C: Responsibilities

- C. 1.0 Design Professional's Responsibilities
- C. 1.1 Basic Services. The Design Professionals shall provide the Basic Service set out in Article A.1.0.
- C. 1.2 Additional Services. When required under this Agreement or agreed to as set out in A.2.0, the Design Professional shall provide Additional Services on the Project.
- C. 1.3 General Responsibilities. The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The Owner's review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional's negligent performance under this Agreement. Furthermore, this Agree-ment does not restrict or limit any rights or remedies otherwise

afforded the Owner or Design Professional by law.

C. 1.4 Designing Within Funding Limitations. The Design Profes-
sional shall perform services required under this Contract in such a
manner so as to cause an award of a Construction Contract(s) that
does not exceed (1) \$ or (2) an amount
to be provided by the Owner in writing to the Design Professional prior
to the commencement of Design Professional services. This fixed lim
shall be called the Maximum Construction Contract Cost. The amoun
may be increased by the Owner, but only with written notice to the De
-sign Professional. If the increase results in a change to the scope of
work, an amendment to this Agreement will be required. The Design
Professional and the Owner may mutually agree to decrease the
Maximum Construction Contract Cost, but only by signing a written
amendment to this Agreement. Should bids for the Construction Cor
tract(s) exceed the Maximum Construction Contract Cost, the Own-
has the right to require the Design Professsional to perform redesigns,

rebids and other services necessary tocause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

- C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations. The Design Professional shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. The Design Professional shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval with out additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement. Both the owner and design professional are responsible for ensuring that the design and construction comply with any applicable accessibility laws, including the Fair Housing Act (see 24 C.F.R. § 100.205), Sect. 504 of the Rehabilitation Act (Sect. 504), and the Americans with Disabilities Act (ADA). Compliance with Sect. 504 requires adherence to the Uniform Federal Accessibility Standards (See https://www.access-bo ard.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-s tandards/ufas) and compliance with the ADA requires adherence to the 2010 ADA standards (See https://www.ada.gov/regs2010/2010A DAStandards/2010ADAStandards prt.pdf).
- C. 1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law.
- C. 1.7 Attendance at Conferences. The Design Professional or designated representative shall attend project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

#### C. 2.0 Owner's Responsibilities

- C. 2.1 Information. The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.
- C. 2.2 Notice of Defects. If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Design Professional.

- C.2.3 Contract Officer. The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.
- C. 2.4 Duties to Furnish. The Owner shall provide the Design Professional the items listed below.
- C. 2.4.1 Survey and Property Restrictions. The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Professional to furnish any of these items as an Additional Service.
- C. 2.4.2 Existing Conditions. The Owner shall provide the Design Professional any available "built drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.
- C. 2.4.3 Waivers. The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.
- C. 2.4.4 Minimum Wage Rates. The Owner shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.
- C. 2.4.5 Tests. When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.
- C. 2.4.6 Contract Terms. The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

#### Article D: Contract Administration

- D. 1.0 Prohibition of Assignment. The Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.
- D. 1.1 Ownership of Documents. All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not rep-resent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the Owner without liability to the Design Professional.

#### D. 1.2 Substitutions.

- A. The Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the Owner which shall not unreasonably be withheld.
- B. The Design Professional's personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify the Owner reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the Design professional without the prior written consent of the Owner.
- D. 1.3 Suspension. The Owner may give written notice to the Design Professional to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.
- D. 1.4 Subcontracts. The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.
- D. 1.5 Disputes. In the event of a dispute arising under this Agreement, the Design Professional shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Professional's rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of the Owner and Design Professional by other dispute resolution methods.
- D. 1.6 Termination. The Owner may terminate this Agreement for the Owner's convenience or for failure of the Design Professional to fulfill contract obligations. The Owner shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

D. 1.7 Insurance. The Design professional shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are re-quired by law, all in minimum amounts as set forth below. The Design Professional shall furnish the Owner certificates of insurance and they shall state that a thirty day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General liability policies.

Insurance	Limits or Amount
	<del></del>

D. 1.8 Retention of Rights. Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design professional 's negligent performance of any of the services furnished under this contract.

#### Article E: Additional Requirements

- E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).
- E. 1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjust-ment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.
- E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Profes-sional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.
- E. 1.3 Restrictive Drawings and Specifications. In accordance with 2 CFR 200 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.
  - E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 905), the Design Professional shall provide such a certification to the Owner.

- E. 1.5 Retention and Inspection of Records. Pursuant to 2 CFR 200, access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.
- E. 1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.
- E. 1.7 Conflicts of Interest. Based in part on federal regulations (2 CFR 200 and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agree-ments. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for viola-tions of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibi-tions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontrac-tors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities

involuntarily acquires or had acquired prior to the beginning of

his/her tenure any such interest, and if such interest is immedi-ately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

- E. 1.8 Disputes. In part because of HUD regulations (2 CFR 200, this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.
- E. 1.9 Termination. In part because of HUD regulations (2 CFR 200), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termi-nation by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.
- E. 1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.
- E. 1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amend-ment, or modification of any federal contract, grant, loan, or cooperative agreement.
- E. 1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.
- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particu-larly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employ-ment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Reserved.
- H. Reserved.
- E. 1.13 Reserved.
- E. 1.14 Clean Air and Water. (Applicable to contracts in excess of \$150,000). Because of 2 CFR 200) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$150,000.

- E. 1.15 Energy Efficiency. Pursuant to Federal regulations (2 CFR 200) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).
- E. 1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.
- E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 § CFR Part 1, title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, disability, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government. Pursuant to 24 CFR § 1000.12, other civil rights statutes do apply to I ndian Housing Authorities such as, Section 504, the Indian Civil Rights Act, and the Age Discrimination Act. (29 USC 794; 25 USC 1301.1303; and 42 USC 6101-6107 respectively).
- E. 1.18Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

Article F: Other Owner Requirements (if any) (Continue on additional pages as necessary)

This Agreement is entered into as of the day and year first written above.  Owner Design Professional  (Housing Authority) (Firm)  (Signature) (Signature)  (Print Name) (Print Title)	Previous editions are obsolete	Page 11 of 11	(1/2014)	form HUD-51915
Owner Design Professional  (Housing Authority) (Firm)  (Signature) (Signature)	(Print Title)	(Print Title)	-	<del></del>
Owner Design Professional  (Housing Authority) (Firm)	(Print Name)	(Print Name)	·	<del>-</del>
Owner Design Professional	(Signature)	(Signature)	<u> </u>	
	(Housing Authority)	(Firm)		
This Agreement is entered into as of the day and year first written above.	Owner	Design Profession	onal	
	This Agreement is entered into as of the c	lay and year first written above.		

Addendum (If any)		
(Additional Services and other modification	s)	
This is an Addendum to a Standard Form of	Agreement between Own	ner and Design Professional signed and dated theday
	•	
		an
Project		to that Agreement agree to modify the Agreement by the above
delineated Additional Services and modification		
This Addendum is dated this	day of	
Owner		Design Professional
(Housing Authority)		(Firm)
(Signature)		(Signature)
(organical)		
-		
(Print Name)		(Print Name)
(Print Title)	-	(Print Title)

Previous editions are obsolete

(1/2014)

### Borough of Cliffside Park

BUILDING DEPARTMENT



Municipal Complex 525 Palisade Avenue Cliffside Park, New Jersey 07010 Tel: 201-313-2042 Fax: 201-945-3903



Via Certified RRR and First Class Mail

Cliffside Park Housing Authority 500 Gorge Road Cliffside Park, NJ 07010

Re:

Borough of Cliffside Park Ordinance 2021-08 and 2021-09

500 Gorge Road

Dear Property Owner:

Pursuant to the Borough of Cliffside Park Building Department Records, you, as the property owner of the above referenced property, have failed to comply with Borough Ordinance 2021-08 and/or 2021-09, requiring the property owner to submit Structural and/or Engineering Report(s) and accompanying fee(s).

Please be advised, the Borough of Cliffside Park has extended the Report submission deadline to January 31, 2024. Failure to comply by said date will result in the issuance of Summonses and fines.

Please submit your report to:

Cliffside Park Building Department c/o John Candelmo 525 Palisade Avenue Cliffside Park, New Jersey 07010

No further extensions will be granted.

Very truly yours,

IOHN CANDEL MO

Cc: Joseph Rutch, Borough Administrator Sercan Zoklu, Borough Clerk Jamie Riggi, Building Department Christos J. Diktas, Esq., Borough Attorney

### Borough of Cliffside Park

**BUILDING DEPARTMENT** 



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TOHN CANDELMO

Cc: Joseph Rutch, Borough Administrator Sercan Zoklu, Borough Clerk Jamie Riggi, Building Department Christos J. Diktas, Esq., Borough Attorney



#### BOROUGH OF CLIFFSIDE PARK 525 PALISADE AVENUE CLIFFSIDE PARK, NJ 07010 P. 201-945-3456 – FAÇADE CHECKLIST



Table: Checklist for Building Exterior Façade Inspection Checklist

Building:\_\_\_\_\_\_Inspector:\_\_\_\_\_\_\_Date:\_\_\_\_\_

N.J. Licensed Professional Engineer:\_\_\_\_\_\_

Check all that apply and describe any observed deficiency. Attach additional documentation and photographs as needed.

Inspection Items	D-1011
mapection (cellis	Description
Facade Description	☐Repairs /Modifications since last inspection
	□Leaks observed or reported
	□Major damage
General Condition	Structural:
	□Leaning/Bowing
	☐Foundation damage
	□Cracks at Corners
	□Insecure elements
	Coatings:
	□Peeling/Blistering
	□Substrate damage
	□Failed patch
	□Trapped Moisture
	Surface:
	□Dirt/Stains
	☐Mineral Deposits
	□Bird Excrement
	□Vandalism
	Intersections:
	□Coping Displacement
	□Expansion joint damage
	□Worn flashings
	□Sealant joint failure



#### BOROUGH OF CLIFFSIDE PARK 525 PALISADE AVENUE CLIFFSIDE PARK, NJ 07010 P. 201-945-3456 – FAÇADE CHECKLIST



	Location, type, manufacture, year and description must be provided for the following:
	Masonry: e.g. brick/stone
	□Efflorescence
	□Cracks/spalls
	☐Mortar deterioration
	☐Movement/displacement
	□Vegetative growth
	Concrete: e.g. cast in place/ pre-cast
	□Corroded rebar/spalls
	□Cracks
	□Rust Stains
	□Displacement
Material Specific	
Conditions	Glass curtain wall: e.g. vision/spandrel panels
	□Buckling/Bulging
	□Loose gaskets
	□ Corrosion
	□Loose stops/Beads
	□Condensation
	Thin Stone Veneer: e.g. marble/granite
	□Displacement
	□Cracks
	□Loose anchors
	Other: e.g. EIFS/Stucco/Metal
	□Surface defects
	□Loose fasteners



# BOROUGH OF CLIFFSIDE PARK 525 PALISADE AVENUE CLIFFSIDE PARK, NJ 07010 P. 201-945-3456 – FAÇADE CHECKLIST



Windows	General:
	□Repairs /Modifications since last inspection
	□Leaks observed or reported
	□Major damage
	Frame:
	□Failed Sealant .
	□Rust or rot
	□Missing fasteners
	Sash:
	□Weather strip or damage
	□Broken hardware
	□Incomplete closure
	General:
•	□Repairs /Modifications since last inspection
	□Leaks observed or reported
	□Major damage
	Frame:
	□Failed Sealant
	□Corrosion
<u>.</u>	□Threshold damage
Doors	Door:
	□Racked Warped
	□Impact damage
	□Incomplete closure
	Hardware:
	□Latch/Lock faulty
	□Weather-strip damage
	□Broken or worn hinges
Administrative:	Application Fee
	Copy of this Checklist, Signed/Sealed by Licensed Professional Engineer
	in the State of New Jersey
	Copy of Signed and Sealed calculations and plans by Licensed
	Professional Engineer in the State of New Jersey, when required
	<u> </u>



## BOROUGH OF CLIFFSIDE PARK 525 PALISADE AVENUE CLIFFSIDE PARK, NJ 07010 P. 201-945-3456-STRUCTURAL CHECKLIST



A visual inspection is the process of examining concrete surfaces to identify and define various concrete conditions during the service life of the examined material. This process will assist in determining and identifying concrete deterioration at early stages which facilitates repair or replacement of concrete surfaces/members.

Table: Checklist for Visual Inspection of Concrete Structure

Inspection Items	pection of concrete Structure
maperion items	Description
	☐ Name, location, type, and size
	Owner, project engineer, contractor, date of construction
Description of structure	Photographs involve general view and a detailed close-up of the
	condition of an area
	Draw map-orientation showing the sunny and shady areas and the
	well and poorly drained regions.
	Exposure of the structure to various environmental and conditions:
	Marid subtranical maring frashwater industrial angles and
	Arid, subtropical, marine, freshwater, industrial environment.
	Freezing and thawing, wetting and drying under a dry atmosphere.
Nature of environmental and loading conditions	Chemical corrosion and attack: sulfates, acids, bases, chloride, gases
and loading couditions	Abrasion, erosion, cavitation, impact
	☐ Electrical conductivity
	Deicing chemicals that contain chloride ions
	Heat from adjacent sources
	Flashing Joint, sealants, Weep holes, Contour Elevation of drains
_	Settlement of scuppers
Drainage	Pipe Staining
	Hangers
	Dead
	Live
	☐ Impact
Loading conditions	□Vibration
	□Traffic
	☐ Seismlc
	Other types of loads



## BOROUGH OF CLIFFSIDE PARK 525 PALISADE AVENUE CLIFFSIDE PARK, NJ 07010 P. 201-945-3456-STRUCTURAL CHECKLIST



	Expansive soil
Soils (foundation conditions)	
	Compressible soil (settlement)
	☐ Evidence of pumping
	Cracking
Distress indicators	Staining
Distress indicators	Surface deposits and exudations
	Leaking
	Settlement
Overall apparent alignment	Deflection
of structure	☐Expansion and contraction.
	☐Good
General Condition of	Satisfactory
Concrete Surface	□Poor ,
	☐Smoothness
	Surface air voids
	Sand streaks
Formed and finished concrete surfaces	Honeycomb
	Soft areas
	☐Cold joints
	☐ Staining
	Location and frequency of cracks
Cracking	Crack map
Cracking	☐Crack width and pattern
	Leaching
	Туре
Scaling of concrete	Area
	<u> </u>



## BOROUGH OF CLIFFSIDE PARK 525 PALISADE AVENUE CLIFFSIDE PARK, NJ 07010 P. 201-945-3456-STRUCTURAL CHECKLIST



	Number
Spalls and pop-outs	□Size
spans and pop-outs	Depth
	Туре
Stains, efflorescence	Location Map of Impacted Areas
Stalls, emolescence	Evidence of Cause
Exposed reinforcement	Corrosion
Curling and warping	Location Map
Erosion	Abrasion, Cavitation
Previous patching or other	Location Map
repair	History of Repair
	Type and thickness
Surface coatings/protective systems/linings/toppings	☐Bond to concrete
, , , , , , , , , , , , , , , , , , , ,	Condition
	Туре
Penetrating sealers	Effectiveness
	Discoloration
	Application Fee
	Copy of this Checklist, Signed and Sealed by Licensed Professional
Administrative	Engineer in the State of New Jersey
	Copy of Signed and Sealed calculations and plans by Licensed
	Professional Engineer in the State of New Jersey

N.J. Licensed Professional Engineer: